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 LLC and APN, INC.

17  
 18 UNITED STATES DISTRICT COURT  
 19 CENTRAL DISTRICT OF CALIFORNIA  
 20 SOUTHERN DIVISION

21 CHRISTINA GRIMM, Individually  
 and on Behalf of All Others Similarly  
 22 Situated,

23 Plaintiff,

24 v.

25 APN, INC., a Pennsylvania  
 corporation, et al.,

26 Defendants.  
 27

Case No. 8:17-cv-00356-JVS-JCG

**STIPULATED PROTECTIVE  
 ORDER**

Judge: Hon. James V. Selna  
 Magistrate Judge: Hon. Jay C. Gandhi

1 Plaintiff Christina Grimm and defendants APN, Inc. and Ainsworth Pet  
2 Nutrition, LLC ("Defendants") (collectively, "the "Parties") recognize that they  
3 may possess information and documents related to the subject matter of the above-  
4 captioned litigation (the "Litigation") that are confidential and that in the course of  
5 discovery it may be necessary to disclose such information and documents. To  
6 expedite the flow of discovery material, facilitate the prompt resolution of disputes  
7 over confidentiality, protect material entitled to be kept confidential, ensure that  
8 such confidential information is not used for any purpose other than the Litigation,  
9 the Parties have consented to the entry of this Stipulated Protective Order  
10 ("Order").

11 Based upon good cause and pursuant to the Court's authority under Rule  
12 26(c)(1),<sup>1</sup> it is hereby ORDERED:

13 **1. Scope of Order.** This Order is intended to facilitate the Parties'  
14 production of information and documents as part of voluntary disclosure and in  
15 response to discovery requests. Nothing in this Order is to be construed to expand  
16 or limit the Parties' discovery obligations. This Order covers the production and  
17 use of all Protected Documents (defined below) in this action that constitute,  
18 contain or disclose, in whole or in part, information which the Designating Party  
19 (defined below) designates as "Confidential" or "Confidential--Attorneys' Eyes  
20 Only." This Order is also intended to apply to any documents produced to the  
21 Parties by a non-party in connection with a subpoena or other request. Nothing in  
22 this Order will prevent counsel from using Protected Documents or information  
23 designated as "Confidential" or "Confidential--Attorneys' Eyes Only" in  
24 connection with any work-product created by or on behalf of that counsel. Such  
25 work-product may be retained by the counsel creating it, provided that such work-

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27 <sup>1</sup> Unless otherwise noted, all references to "Rule \_\_\_" are to the Federal Rules of  
28 Civil Procedure and references to "Evidence Rule \_\_\_" are to the Federal Rules of  
Evidence.

1 product does not duplicate verbatim substantial portions of Protected Documents  
2 or information designated as "Confidential" or "Confidential--Attorneys' Eyes  
3 Only". Such work-product will remain confidential and governed by this Order.  
4 This Order will become effective when the Court has entered the Order.

5 **2. General Definitions.** For purposes of this Order, the following terms  
6 have the following meanings:

7 a. "Designating Party" means the Party or non-party designating  
8 Discovery Material as "Confidential" or "Confidential--Attorneys' Eyes Only."

9 b. "Discovery Material" means and includes, without limitation,  
10 Documents, including Electronically Stored Information ("ESI"), responses to  
11 interrogatories, requests for admissions, or other discovery requests, physical  
12 objects, samples, digital media (such as CD-ROMs or DVDs), deposition  
13 transcripts and exhibits thereto, including excerpts and verbatim summaries of  
14 depositions, and information provided by or on behalf of the Parties or any third  
15 parties pursuant to subpoena or otherwise in the course of discovery.

16 c. "Document" means, without limitation, all written material  
17 and all other tangible items, produced in whatever format (*e.g.*, hard copy,  
18 electronic, digital, etc.) and on whatever media (*e.g.*, hardcopy, videotape, CD-  
19 ROM, DVD, hard drive or otherwise) defined pursuant to Rule 34.

20 d. "Expert" means a person with specialized knowledge or  
21 experience in a matter pertinent to the Litigation who: (1) has been retained by a  
22 Party or its counsel to serve as a testifying witness or as a consultant in this action;  
23 (2) is not a past or current employee, contractor, or consultant of any Party; (3) at  
24 the time of retention, is not anticipated to become an employee of any Party; and  
25 (4) is not an employee of, or a contractor or consultant for, any company that  
26 manufactures, markets, or sells, or has sold, any dog food.

27 e. "Litigation" means the above-captioned litigation.  
28

1 f. "Party" or "Parties" means the Plaintiff and Defendants in  
2 this Litigation.

3 g. "Producing Party" means a Party that produces documents.

4 h. "Protected Document" means a document to be produced in  
5 this Litigation which has been marked "Confidential" or  
6 "Confidential--Attorneys' Eyes Only" as set forth in this Order.

7 i. "Protected Information" means information produced in this  
8 Litigation that the Producing Party thereafter claims to be privileged or protected  
9 by the attorney-client privilege or work-product protection.

10 j. "Receiving Party" means a Party to whom documents are  
11 produced.

12 **3. Designating Confidential Information.**

13 a. All designations shall be made in good faith by the Designating  
14 Party and made at the time of disclosure, production, or tender. The Designating  
15 Party has the burden of proof with respect to any confidentiality designations.

16 b. A Designating Party may designate as "Confidential" the whole  
17 or a portion of any Discovery Material that the Designating Party believes in good  
18 faith and in accordance with Rule 26(c) contains confidential information,  
19 including, but not limited to, research, development, product design, financial,  
20 technical, marketing, surveys, product planning, personal and/or commercial  
21 information not available to the public and/or information deemed confidential  
22 under federal or state law.

23 c. A Designating Party may designate as "Confidential--Attorneys'  
24 Eyes Only" the whole or that portion of any Discovery Material that the  
25 Designating Party reasonably believes in good faith in accordance Rule 26(c)  
26 contains highly sensitive information that, if disclosed to a competitor, customer,  
27 or other person, may cause competitive or other harm, including, but not limited to,  
28 any (1) trade secrets, (2) confidential research, developmental, financial or

1 commercial information, (3) highly sensitive personal information (such as credit  
2 information, addresses and/or social security numbers), (4) pricing information or  
3 (5) highly sensitive customer information.

4           d.     The designation of confidentiality may be made by marking or  
5 placing the applicable notice "Confidential," "Confidential--Attorneys' Eyes Only,"  
6 or substantially similar notice, on the Document or, where a copy of the original  
7 Document is to be produced, on that copy. Any electronic, visual, or other  
8 Protected Documents not on paper shall be designated on the exterior surface of  
9 the container or object that contains the electronic, visual, or other non-paper  
10 Protected Documents. In addition, the Designating Party shall use its best efforts  
11 to affix the designation to any electronic, visual, or other medium so that the  
12 legend is visible while the medium is being viewed. Where a Designating Party's  
13 original Documents and/or physical objects are made available for inspection, the  
14 Designating Party may, in lieu of marking the original Document and/or physical  
15 object, orally designate such material. Making original materials available for  
16 inspection shall not constitute a waiver of any claim of confidentiality, and all  
17 materials made available for inspection shall be treated as if designated pursuant to  
18 this Protective Order at the time of inspection. All Parties recognize that native  
19 format Documents cannot be so marked, and thus, to the extent native format  
20 Documents are produced, the Designating Party will make reasonable provisions  
21 for marking native format Documents in connection with transmission or retention  
22 of such documents on office systems.

23           e.     Any Protected Documents shall only be used, shown, or  
24 disclosed as provided for in this Order.

25           f.     The designation of Discovery Material as "Confidential" or  
26 "Confidential--Attorneys' Eyes Only" constitutes a representation that such  
27 Documents have been reviewed by an attorney for the Designating Party and that  
28 there is a valid basis for such designation. If it comes to the Designating Party's

1 attention that Protected Documents do not qualify for designation as "Confidential"  
2 or "Confidential--Attorneys' Eyes Only" or do not otherwise qualify for the level of  
3 protection initially asserted, the Designating Party must timely notify all other  
4 Parties and correct the designation as appropriate.

5 g. If a Receiving Party disagrees with the designation of any  
6 Protected Document, the following procedures shall apply:

7 i. Counsel for the Receiving Party shall serve on the  
8 Designating Party a written objection to such designation, which shall describe  
9 with particularity the Documents or information in question and shall state the  
10 grounds for objection. Counsel for the Designating Party shall respond in writing  
11 to such objection within fourteen (14) days of service of the objection, and shall  
12 state with particularity the grounds for asserting that the Document or information  
13 is "Confidential" or "Confidential—Attorneys' Eyes Only." If no timely written  
14 response is made to the objection, the challenged designation will be deemed to be  
15 void. If the Designating Party makes a timely response to such objection asserting  
16 the propriety of the designation, counsel shall then confer in good faith in an effort  
17 to resolve the dispute and the challenged Documents or information shall be  
18 treated as originally designated during the meet and confer process.

19 ii. If a dispute as to a "Confidential" or "Confidential—  
20 Attorneys' Eyes Only" designation of a Document or item of information cannot be  
21 resolved by agreement, the Designating Party shall present the dispute to the Court  
22 in accordance with the Court's procedure. The burden of persuasion in any such  
23 challenge shall be on the Designating Party. Any such motion shall be  
24 accompanied by a competent declaration that affirms the movant has complied  
25 with the meet and confer requirements of this procedure. The Document or  
26 information that is the subject of the filing shall be treated as originally designated  
27 pending resolution of the dispute.

28

1           **4. Use and Disclosure of Protected Documents.**

2           a.       The Parties and the persons or entities identified in Paragraphs  
3 (b)-(c) below shall prevent unauthorized or inadvertent disclosure of Protected  
4 Documents and shall keep all such materials and information and any copies,  
5 notes, extracts, summaries, or descriptions of such material within their  
6 exclusive possession and control, shall treat all such copies, notes, extracts,  
7 summaries, or descriptions of the Protected Documents or any portion thereof as  
8 designated, shall take all necessary and prudent measures to maintain the  
9 confidentiality of all such materials or information and shall not disseminate  
10 such Protected Documents other than in accordance with this Order.

11           b.       Protected Documents labeled "Confidential" may be disclosed  
12 only to the following:

- 13                   i.       The Court and its personnel;
- 14                   ii.       The Parties;
- 15                   iii.       The Parties' in-house counsel and counsel of record for  
16 this Litigation including necessary secretarial, clerical, and litigation support or  
17 copy service personnel assisting such counsel;
- 18                   iv.       Counsel of record in this Litigation, as well as paralegals,  
19 legal assistants, technical, administrative and clerical employees, as well as other  
20 attorneys or research staff at counsel of record's law firms who are working under  
21 the direct supervision of such counsel;
- 22                   v.       Experts, provided that they have signed a non-disclosure  
23 agreement in the form attached hereto as Exhibit A;
- 24                   vi.       The author(s) or any recipient of the document;
- 25                   vii.       Litigation support consultants and vendors who provide  
26 litigation support services (*e.g.*, photocopying, electronic discovery, videotaping,  
27 translating, preparing exhibits or demonstrations);

28

1                   viii.       Any deponent if the witness authored or received a copy  
2 of it, is a current employee of the Party who produced the information or  
3 Document, or if the deponent signed a statement agreeing to abide by the terms of  
4 this Order, in the form attached hereto as Exhibit A;

5                   ix.        Court reporters recording and/or transcribing deposition  
6 testimony; and

7                   x.        Any person expressly named and agreed to in writing by  
8 the Parties or by further Order of the Court.

9                   c.        Protected Documents labeled "Confidential—Attorneys' Eyes  
10 Only" may be disclosed only to the following:

11                   i.        The Court and its personnel;

12                   ii.       Counsel of record in this Litigation, as well as paralegals,  
13 legal assistants, technical, administrative and clerical employees, as well as other  
14 attorneys or research staff at counsel of record's law firms who are working under  
15 the direct supervision of such counsel;

16                   iii.       Litigation support consultants and vendors who provide  
17 litigation support services (*e.g.*, photocopying, electronic discovery, videotaping,  
18 translating, preparing exhibits or demonstrations), provided that they have signed a  
19 non-disclosure agreement in the form attached hereto as Exhibit A;

20                   iv.       Experts, provided that they have signed a non-disclosure  
21 agreement in the form attached hereto as Exhibit A; and

22                   v.        Party or third-party witnesses during the course of their  
23 depositions and otherwise, provided that (1) the third party or witness previously  
24 created, generated, or received the "Confidential—Attorneys' Eyes Only" material  
25 before the Litigation commenced, or is expressly mentioned, discussed, or referred  
26 to therein by name, provided that they have signed a non-disclosure agreement in  
27 the form attached hereto as Exhibit A; (2) the Court has determined that the  
28 "Confidential—Attorneys' Eyes Only" material may be shown to the deponent in



1 ruling on a Party's objection to the designation as provided below; or (3) the  
2 Producing Party consents to such disclosure. Witnesses being shown Discovery  
3 Material designated "Confidential—Attorneys' Eyes Only" pursuant to this  
4 paragraph shall not be allowed to retain copies of the material. A witness who is  
5 shown Discovery Material designated "Confidential—Attorneys' Eyes Only"  
6 during a deposition, however, may review the material while reviewing his or her  
7 transcript, provided that any such material is not retained by the witness after he or  
8 she has completed his or her review of the transcript for accuracy. A witness is  
9 authorized to review a complete copy of his or her deposition transcript, including  
10 all exhibits, in preparation for testifying at any hearing or trial in connection with  
11 this action.

12           d. Confidential Discovery Material may be used solely in the  
13 Litigation, including any appeals, and may be disclosed only under the  
14 circumstances and to the persons specifically provided for in this Order,  
15 subsequent Court orders, or with the prior written consent of the Party producing  
16 the specifically-identified Discovery Material. Discovery Material may not be  
17 used for any other purpose, including, but not limited to:

18           i. The prosecution or defense of other actions not  
19 comprising or made part of the Litigation, unless explicitly permitted by the Court  
20 in this Litigation;

21           ii. Any proceeding before or application to any  
22 governmental or other agency; or

23           iii. Disclosure to media, customers, or competitors of any  
24 Party to the Litigation other than in accordance with the terms set forth herein.

25 Any counsel representing a Party in this Litigation and a party in other litigation  
26 involving one or more of the Defendants shall ensure that appropriate safeguards  
27 are in place to maintain the status of Discovery Material in this case in the manner  
28 outlined in this Paragraph 4(d).

1 e. To the extent Protected Documents are attached to, quoted in,  
2 or otherwise referred to in documents filed with the Court, such Protected  
3 Documents are subject to the Court's requirements for filing documents under seal  
4 as outlined in Paragraph 7 below.

5 f. To the extent Protected Documents or information obtained  
6 therefrom are used in the taking of depositions and/or used as exhibits at trial, such  
7 Documents or information shall remain subject to the provisions of this Order,  
8 along with the transcript pages of the deposition testimony and/or trial testimony  
9 dealing with, referring to, or referencing the Protected Documents or information.

10 g. Protected Documents, whether produced electronically or  
11 otherwise, shall not be posted on any website or internet-accessible document  
12 repository that is accessible to anyone other than persons listed in Paragraphs (b)-  
13 (c) above.

14 h. All persons described in Paragraphs (b)-(c) above shall not  
15 under any circumstance sell, offer for sale, advertise or publicize either the  
16 Protected Documents and the information contained therein or the fact that such  
17 persons have obtained Protected Documents and confidential information.

18 i. For those persons identified in Paragraphs (b)-(c) above, any  
19 such persons shall not have access to Protected Documents without first having  
20 read, acknowledged, and agreed to be bound by this Order by executing the  
21 Agreement to be Bound attached as Exhibit A (the "Agreement to be Bound").

22 j. Each Party's counsel shall retain each such executed Agreement  
23 to be Bound and shall keep a list identifying all persons to whom Protected  
24 Documents have been disclosed. Each such executed Agreement to be Bound shall  
25 be made available to the Designating Party upon request and for good cause.

26 **5. Designation of Deposition Testimony.**

27 a. Deposition testimony that counsel for the Party or non-party  
28 witness tendering such testimony, in good faith, believes refers to Protected

1 Documents or information obtained therefrom, or includes confidential  
2 information, shall be designated as "Confidential" or "Confidential--Attorneys'  
3 Eyes Only" as applicable, by such counsel by making a statement on the record for  
4 inclusion in the deposition transcript or, in writing, within thirty (30) calendar days  
5 after receipt of the transcript.

6           b. When Protected Documents or information is designated as  
7 confidential in a deposition transcript, the counsel making the designation shall  
8 instruct the reporter to imprint the legend "THIS TRANSCRIPT CONTAINS  
9 CONFIDENTIAL INFORMATION" on the cover page of the transcript and to  
10 include, at the front of the transcript, a page identifying all pages and lines  
11 designated "Confidential" or "Confidential--Attorneys' Eyes Only" in the  
12 transcript.

13           c. To the extent that Protected Documents or confidential  
14 information obtained therefrom are used in the taking of depositions and/or used as  
15 exhibits at trial, such documents or information shall remain subject to the  
16 provisions of this Order, along with the transcript pages of the deposition  
17 testimony and/or trial testimony dealing with the Protected Documents or  
18 information.

19           d. Any court reporter or transcriber who reports or transcribes  
20 testimony in this action shall agree that all Protected Documents and confidential  
21 information designated as such under this Order shall remain Confidential and  
22 shall not be disclosed by them, except pursuant to the terms of this Order, and that  
23 any notes or transcriptions of such testimony (and any accompanying exhibits) will  
24 be retained by the reporter or delivered to counsel of record.

25           **6. Storage of Confidential Information.** The recipient of any Protected  
26 Documents that is provided under this Protective Order shall use its best efforts to  
27 maintain such information in a reasonably secure and safe manner that ensures that  
28 access is limited to the persons authorized under this Order.

1           **7. Filing Under Seal.** The Parties shall follow the Court's requirements  
2 for filing documents under seal as set forth under L.R. 79-5, *et. seq.*

3           **8. Conclusion of Litigation.**

4           a.       Within sixty (60) days after the conclusion of this case, counsel  
5 for the Party who has received Protected Documents shall either: (i) return to the  
6 Designating Party the Protected Documents, including any Documents which any  
7 such Party disclosed to any Qualified Person; or (ii) securely destroy the Protected  
8 Documents, including any documents which any such Party disclosed to any  
9 Qualified Person, and certify in writing such destruction to the Designating Party.

10           b.       The Receiving Party's obligation to return or destroy  
11 "Confidential" or "Confidential--Attorneys' Eyes Only" material does not include  
12 Documents from (1) disaster recovery or business continuity backups, (2) data  
13 stored in system-generated temporary folders or near-line storage, (3) unstructured  
14 departed employee data, and/or (4) material that is subject to legal hold obligations  
15 or commingled with other such material. Backup storage media will not be  
16 restored for purposes of returning or certifying destruction of "Confidential" or  
17 "Confidential--Attorneys' Eyes Only" material, but such retained information shall  
18 continue to be treated in accordance with the Order.

19           **9. Not Applicable To Trial.** This Order does not apply to the offer of  
20 or admission into evidence of Protected Documents or confidential information or  
21 their content at trial or in any evidentiary hearing, nor does it apply for any other  
22 purpose under the Federal Rules of Evidence. Such evidentiary issues may be  
23 raised as a separate matter upon the motion of any Party at the time of trial or  
24 evidentiary hearing.

25           **10. Inadvertent Production/Waiver.**

26           a.       The production of Protected Documents or confidential  
27 information pursuant to this Order is not intended to constitute a waiver of any  
28

1 privilege or right to claim the trade secret or confidential status of the Documents,  
2 materials, or information produced.

3           b. Inadvertent or unintentional production of Documents or  
4 information that should have been designated as "Confidential" or "Confidential—  
5 Attorneys' Eyes Only" shall not be deemed a waiver in whole or in part of the  
6 Party's claims of confidentiality. If a Party has inadvertently or unintentionally  
7 produced information which should have been designated as "Confidential" or  
8 "Confidential— Attorneys' Eyes Only," the Designating Party will notify all other  
9 Parties within twenty-one (21) days of discovery of the inadvertent production and  
10 request that the appropriate designation be applied to such Documents or  
11 information. If any Party objects to the Designating Party's designation, the Parties  
12 should follow the procedure outlined in Paragraph 3(g) above. The Document or  
13 information will be treated as "Confidential" or "Confidential--Attorneys' Eyes  
14 Only," as appropriate, until such time as the dispute has been resolved.

15           c. This Order is entered pursuant to Evidence Rule 502(d).  
16 Subject to the provisions of this Order, if the Producing Party discloses Protected  
17 Information, the disclosure of that Protected Information will not constitute or be  
18 deemed a waiver or forfeiture—in this or any other action—of any claim of  
19 privilege or work-product protection that the Producing Party would otherwise be  
20 entitled to assert with respect to the Protected Information and its subject matter.

21           i. This Order protects any disclosure of Protected  
22 Information, whether that disclosure is inadvertent or otherwise.

23           ii. Each Party is entitled to decide, in its sole discretion, the  
24 appropriate degree of care to exercise in reviewing materials for privilege.  
25 Irrespective of the care that is actually exercised in reviewing materials for  
26 privilege, the Court hereby orders that disclosure of Protected Information in  
27 discovery conducted in this litigation shall not waive any claim of privilege or  
28

1 work-product protection that the Producing Party would otherwise be entitled to  
2 assert with respect to the Protected Information and its subject matter.

3           iii.       A Producing Party must notify the party receiving the  
4 Protected Information, in writing, that it has disclosed that Protected Information  
5 without intending a waiver by the disclosure. Upon receipt of notification, the  
6 Receiving Party shall immediately take all reasonable steps to destroy or return all  
7 copies, electronic or otherwise, of such document or other information, and shall  
8 provide a certification that it will cease further review, dissemination, and use of  
9 the Protected Information.

10           iv.       This Order shall be interpreted to provide the maximum  
11 protection allowed to the Disclosing Party by Evidence Rule 502(d). The  
12 provisions of Evidence Rule 502(b)(2) are inapplicable to the production of  
13 Protected Information under this Order. However, if for any reason, a Court finds  
14 that this Section is inapplicable to Protected Information, then Rule 502(b) will  
15 apply in its absence.

16           d.       Nothing in this Order shall limit the Receiving Party's right to  
17 challenge the Producing Party's claim that Protected Information is protected from  
18 disclosure by the attorney-client privilege or work-product doctrine. Disputes  
19 concerning the designation of documents as attorney-client privilege or work-  
20 product shall be governed by the procedures outlined in Paragraph 3(g) above.  
21 Any Protected Information submitted to the Court in connection with a challenge  
22 to the Producing Party's claim of attorney-client privilege or work-product  
23 protection shall not be filed in the public record, but rather shall be redacted, filed  
24 under seal, or submitted for *in camera* review.

25           **11. No Application to Public or Otherwise Available Information.**

26 This Order shall not limit or restrict any Party's use of information that it can  
27 demonstrate: (a) was lawfully in its possession prior to such information being  
28 designated as protected material in this Litigation and that it is not otherwise

1 obligated to treat as confidential; (b) was obtained without any benefit or use of  
2 protected material from a third party having the right to disclose such information  
3 without restriction or obligation of confidentiality; or (c) has been published to the  
4 general public. If the Party believes that the Designating Party has designated as  
5 "Confidential" or "Confidential--Attorneys' Eyes Only" information that is covered  
6 by any of the preceding categories, the Party shall challenge the propriety of such  
7 designation using the procedure outlined in Paragraph 3(e) above. Any challenged  
8 designation remains in force until the propriety of such designation has been  
9 decided as outlined above.

10 **12. Protected Material Subpoenaed or Ordered Produced in Other**  
11 **Actions.** If any Party or any person receiving Documents through them is served  
12 with a subpoena, order, interrogatory, document, or civil investigative demand or  
13 any other legal demand (collectively, a "Demand") issued in any other action,  
14 investigation, or proceeding and such Demand seeks Protected Documents or  
15 material that was produced or designated as "Confidential" or "Confidential—  
16 Attorneys' Eyes Only" in this case, the Party shall give prompt written notice of  
17 this Protective Order by hand, overnight courier, e-mail or facsimile transmission  
18 within seven (7) days of receipt of such Demand to the person, party, or third party  
19 who issued the Demand and the person, party, or third party, who produced or  
20 designated the material as "Confidential" or "Confidential—Attorneys' Eyes Only."  
21 The Party receiving the Demand shall object to the production of such materials on  
22 the grounds of the existence of this Order and shall not produce such materials  
23 unless the Party is served with an order from any court or administrative agency of  
24 competent jurisdiction directing that the Demand be complied with. It shall be the  
25 burden of the person, party or third party who produced or designated the materials  
26 as "Confidential" or "Confidential—Attorneys' Eyes Only"—and not the burden of  
27 the Party receiving the demand—to seek a protective order or other court relief  
28 from production.

1           **13. Modification.**

2           a.       This Protective Order may not be waived, modified, abandoned,  
3 or terminated, in whole or part, except by an instrument in writing signed by the  
4 Parties or pursuant to further Court Order. If any provision of this Protective Order  
5 shall be held invalid for any reason whatsoever, the remaining provisions shall not  
6 be affected thereby.

7           b.       The Court may modify this Order in the interests of justice or  
8 for public policy reasons on its own initiative.

9           **14. Duration.**


10          a.       After termination of this Litigation, the provisions of this Order  
11 shall continue to be binding. This Court retains and shall have jurisdiction over the  
12 Parties and all recipients of the Protected Documents for enforcement of the  
13 provisions of this Order following termination of this Litigation.

14          b.       This Protective Order shall be binding upon the Parties hereto,  
15 upon their attorneys, and upon the Parties' and their attorneys' successors,  
16 executors, personal representatives, administrators, heirs, legal representatives,  
17 assigns, subsidiaries, divisions, employees, agents, independent contractors, or  
18 other persons or organizations over which they have control.

19 **ACCEPTED AND AGREED TO** this 6th day of October, 2017.

20  
21 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

22  
23 Dated: October 16, 2017

  
\_\_\_\_\_  
Hon. Jay C. Gandhi  
United States Magistrate Judge



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*Attorneys for Plaintiff Christina  
Grimm*

23 Pursuant to L.R. 5-4.3.4, I attest that the above signatories have authorized  
24 this filing and concur in its contents.

/s/ Steven M. McKany  
STEVEN M. MCKANY

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**EXHIBIT A**  
**AGREEMENT TO BE BOUND**  
**BY STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_ *[print or type full name]*, of \_\_\_\_\_ *[print or type full address]* declare under penalty of perjury, under the laws of the United States of America, that:

1. I have read the Stipulated Protective Order attached hereto, and I understand its terms and meanings.
2. I understand the terms of the Stipulated Protective Order and agree to comply with and be bound by the Stipulated Protective order.
3. I also agree to be subject to the Court's jurisdiction for enforcement of the Stipulated Protective Order and understand that the Court may impose sanctions for any violation of the Stipulated Protective Order.

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

Printed Name: \_\_\_\_\_

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