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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DEBORAH BURWELL,
Plaintiff,
v.
ASHLEY FURNITURE INDUSTRIES,
INC., a corporation, and DOES 1 through
100, inclusive,
Defendants.

Case No. 8:18-cv-00589-JLS-JDE
**STIPULATED PROTECTIVE
ORDER; AND ORDER**

Date Action Filed: March 6, 2018
Trial Date: None

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby petition the Court to enter the following Stipulated Protective Order. The
6 parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use
8 extends only to the limited information or items that are entitled to confidential treatment.

9 2. GOOD CAUSE STATEMENT

10 This action is likely to involve private personal information, trade secrets, and
11 other valuable commercial, financial, medical, or proprietary information for which
12 special protection from public disclosure and from use for any purpose other than
13 prosecution of this action is warranted. Such confidential and proprietary materials and
14 information may include sales rankings, confidential and private employee and
15 independent contractor information (including employee or independent contractor lists),
16 confidential sales and marketing plans, confidential business or financial information,
17 information regarding confidential business practices, or other confidential research,
18 development, or commercial information (including information implicating privacy
19 rights of third parties), information otherwise generally unavailable to the public, or that
20 may be privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. The above categories represent the kinds of
22 documents that may include—but do not necessarily include—material that should
23 qualify as being subject to this protective order. The confidentiality of specific items
24 within these categories may be challenged, as noted in section 4.3 below.

25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
26 of disputes over confidentiality of discovery materials, to adequately protect information
27 the parties are entitled to keep confidential, to ensure that the parties are permitted
28 reasonable necessary uses of such material to preparation for and conduct trial, to address

1 the handling of material at the end of the litigation, and to serve the ends of justice, a
2 protective order for that information is justified here. The parties intend that the
3 information will not be designated as confidential for tactical reasons and that nothing be
4 so designated without a good faith belief that the information has been maintained in a
5 confidential, non-public manner, and there is good cause why it should not be part of the
6 public record of this case.

7 3. ACKNOWLEDGEMENT OF UNDER SEAL FILING PROCEDURE

8 The parties further acknowledge, as set forth in Section 14.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information under
10 seal. Local Civil Rule 79-5 sets forth the procedures to follow and the standards to apply
11 when a party seeks court permission to file material under seal. There is a strong
12 presumption that the public has a right of access to judicial proceedings and records in
13 civil cases. In connection with non-dispositive motions, good cause must be shown to
14 support a filing under seal. *See Kamakana v. City & County of Honolulu*, 447 F.3d 1172,
15 1176 (9th Cir. 2006); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir.
16 2002), and a specific showing of good cause or compelling reasons, with proper
17 evidentiary support and legal justification, must be made with respect to Protected
18 Material that a party seeks to file under seal. The mere designation of Disclosure or
19 Discovery Material as CONFIDENTIAL does not—without the submission of competent
20 evidence by declaration, establishing that the material sought to be filed under seal
21 qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then
23 sealing requires compelling reasons, not only good cause, and the relief sought must be
24 narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific*
25 *Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of
26 information, document, or thing sought to be filed or introduced under seal, the party
27 seeking protection must articulate compelling reasons, supported by specific facts and
28

1 legal justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its
4 entirety will not be filed under seal if the confidential portions can be redacted. If
5 documents can be redacted, then a redacted version for public viewing, omitting only the
6 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
7 Any application that seeks to file documents under seal in their entirety should include an
8 explanation of why redaction would not be feasible.

9 4. DEFINITIONS

10 4.1. *Action*. The action originally filed on March 6, 2018, in Orange County
11 Superior Court, Case No. 30-2018-00977642-CU-WT-CJC, and removed to this Court on
12 April 10, 2018, Case No. 8:18-cv-00589-JLS-JDE. (Dkt. #1, Ex. A.)

13 4.2. *Challenging Party*. A Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 4.3. *“CONFIDENTIAL” Information or Items*. Information (regardless of how it
16 is generated, stored or maintained) or tangible things that qualify for protection under
17 Federal Rule of Civil Procedure 26(c), and that fall within a category specified above in
18 the Good Cause Statement. A CONFIDENTIAL designation can be challenged, however,
19 as to specific items that fall within such a category.

20 4.4. *Counsel*. Counsel of Record and also House Counsel (as well as their
21 support staff).

22 4.5. *Designating Party*. A Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 4.6. *Disclosure or Discovery Material*. All items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including, among
26 other things, testimony, transcripts, and tangible things), that are produced or generated in
27 disclosures or responses to discovery in this matter.
28

1 4.7. *Expert.* A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this Action.

4 4.8. *House Counsel.* Attorneys who are employees of a party to this Action.
5 House Counsel does not include Counsel of Record or any other outside counsel.

6 4.9. *Non-Party.* Any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 4.10. *Counsel of Record.* Attorneys who are not employees of a party to this
9 Action but who are retained to represent or advise a party to this Action and have
10 appeared in this Action on behalf of that party or are affiliated with a law firm that has
11 appeared on behalf of that party, and includes support staff.

12 4.11. *Party.* Any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Counsel of Record (and their support
14 staffs).

15 4.12. *Producing Party.* A Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 4.13. *Professional Vendors.* Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 4.14. *Protected Material.* Any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL.”

23 4.15. *Receiving Party.* A Party or a Non-Party that receives Disclosure or
24 Discovery Material from a Producing Party.

25 5. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above) but also (1) any information copied or extracted from
28 Protected Material, (2) all copies, excerpts, summaries, or compilations of Protected

1 Material, and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

5 6. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
8 writing or a court order otherwise directs. Final disposition shall be deemed to be the later
9 of (1) dismissal of all claims and defenses in this Action, with or without prejudice, and
10 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
11 remands, trials, or reviews of this Action, including the time limits for filing any motions
12 or applications for extension of time pursuant to applicable law.

13 Once a case proceeds to trial, information that was designated as
14 CONFIDENTIAL or maintained pursuant to this protective order that was also used or
15 introduced as an exhibit at trial becomes public and will be presumptively available to all
16 members of the public, including the press, unless compelling reasons supported by
17 specific factual findings to proceed otherwise are made to the trial judge in advance of
18 the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for
19 sealing documents produced in discovery from “compelling reasons” standard when
20 merits-related documents are part of court record). Accordingly, the terms of this
21 protective order do not extend beyond the commencement of the trial.

22 7. DESIGNATING PROTECTED MATERIAL

23 7.1. *Exercise of Restraint and Care in Designating Material for Protection.* Each
24 Party or Non-Party that designates information or items for protection under this Order
25 must take care to limit any such designation to specific material that qualifies under the
26 appropriate standards. The Designating Party must designate for protection only those
27 parts of material, documents, items, or oral or written communications that qualify so that
28

1 other portions of the material, documents, items, or communications for which protection
2 is not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
5 to unnecessarily encumber the case development process or to impose unnecessary
6 expenses and burdens on other parties) may expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 7.2. *Manner and Timing of Designations.* Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 7.2(a) below), or as otherwise stipulated or
12 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
13 must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents in
16 tiff, jpeg, pdf or other image format, but excluding transcripts of depositions or other
17 pretrial or trial proceedings)—that the Producing Party affix at a minimum, the legend
18 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains
19 protected material. If only a portion or portions of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
21 by making appropriate markings in the margins). In the case of electronically stored
22 information produced in native format, by including “CONFIDENTIAL” in the file or
23 directory name, or by affixing the CONFIDENTIAL legend or to the media containing
24 the Discovery Material (e.g., CDROM, floppy disk, DVD).

25 A Party or Non-Party that makes original documents available for inspection need
26 not designate them for protection until after the inspecting Party has indicated which
27 documents it would like copied and produced. During the inspection and before the
28 designation, all of the material made available for inspection shall be deemed

1 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
2 copied and produced, the Producing Party must determine which documents, or portions
3 thereof, qualify for protection under this Order. Then, before producing the specified
4 documents, the Producing Party must mark them in accordance with the preceding
5 paragraph.

6 (b) for testimony given in depositions—that the Designating Party identify the
7 Disclosure or Discovery Material on the record, before the close of the deposition, all
8 protected testimony, or that the Designating Party send written notice, within 30 days of
9 receipt of the transcript of the testimony, as to what portions of the transcript are to be
10 deemed Protected Material. The Parties may modify this procedure for any particular
11 deposition or other pretrial testimony, through agreement on the record at such deposition
12 or testimony, without further order of the Court.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items—that the Producing Party affix in a prominent place on the exterior
15 of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
17 the Producing Party, to the extent practicable, shall identify the protected portions.

18 7.3. *Inadvertent Failures to Designate.* Failure to designate Discovery Material
19 as Protected Material shall not waive a claim of confidentiality and may be corrected. A
20 Producing Party may designate as “Confidential” any Discovery Material that has already
21 been produced—including Discovery Material that the Producing Party failed to
22 designate as “Confidential”—(i) by notifying in writing the Party to whom the production
23 has been made that the Discovery Material constitutes Protected Material, or (ii) in any
24 manner consistent with Section 7.2. Upon receiving supplemental notice, the Parties shall
25 thereafter mark and treat the Discovery Material so designated as Protected Material, and
26 such Discovery Material shall be fully subject to this Stipulation from the date of such
27 supplemental notice forward. The Party receiving such notice shall make a reasonable,
28 good-faith effort to ensure that any analyses, memoranda, notes, or other such materials

1 generated based upon such newly designated information are immediately treated as
2 containing Protected Material. In addition, upon receiving such supplemental written
3 notice, any Receiving Party that disclosed the Discovery Material before its designation
4 as “Confidential” shall exercise its best efforts (i) to ensure the return or destruction of
5 such Discovery Material, (ii) to ensure that any documents or other materials derived
6 from such Discovery Material are treated as if the Discovery Material had been
7 designated as “Confidential” when originally produced, (iii) to ensure that such
8 Discovery Material is not further disclosed except in accordance with the terms of this
9 Stipulation and Order, and (iv) to ensure that any such Discovery Material, and any
10 information derived therefrom, is used solely for the purposes described in Section 9 of
11 this Stipulation and Order. If the Receiving Party is unable to arrange for the return or
12 destruction of such documents and things from such unauthorized parties or individuals,
13 then the Receiving Party shall notify the Producing Party within 14 days of notice from
14 the Producing Party of the identity of such unauthorized parties or individuals and the
15 efforts made to secure the return or destruction of such documents and things. The
16 Receiving Party’s disclosures of Protected Material to unauthorized individuals, prior to
17 the receipt of notice from the Producing Party of a new designation, would not be a
18 violation of this Stipulation. The Producing Party shall promptly provide substitute copies
19 of produced material bearing the appropriate confidentiality designation in accordance
20 with Section 7.2. Within 14 days of the receipt of substitute copies of the produced
21 material, the Receiving Party shall return or destroy the originally produced material and
22 not retain any copy. If the Receiving Party disagrees with the redesignation of the
23 produced material, it may challenge the redesignation in the manner prescribed in Section
24 8.

25 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 8.1. *Timing of Challenges.* Any Party or Non-Party may challenge a designation
27 of confidentiality at any time that is consistent with the Court’s Scheduling Order.
28

1 8.2. *Meet and Confer.* The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37.

3 8.3. *Joint Stipulation.* Any challenge submitted to the Court shall be via a joint
4 stipulation pursuant to Local Rule 37-2.

5 8.4. *Burden of persuasion.* The burden is on the Designating Party. Frivolous
6 challenges, and those made for an improper purpose (e.g., to harass or impose
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
8 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality
9 designation, all parties shall continue to afford the material in question the level of
10 protection to which it is entitled under the Producing Party’s designation until the Court
11 rules on the challenge.

12 9. ACCESS TO AND USE OF PROTECTED MATERIAL

13 9.1. *Basic Principles.* A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this Action
15 only for prosecuting, defending, or attempting to settle this Action. Such Protected
16 Material may be disclosed only to the categories of persons and under the conditions
17 described in this Order. When the Action has been terminated, a Receiving Party must
18 comply with the provisions of section 15 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 9.2. *Disclosure of “CONFIDENTIAL” Information or Items.* Unless otherwise
23 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
24 may disclose any information or item designated “CONFIDENTIAL” only to:

25 (a) the Receiving Party’s Counsel of Record in this Action, as well as
26 employees of said Counsel of Record to whom it is reasonably necessary to disclose the
27 information for this Action;

1 (b) the Receiving Party, in the case of an individual, or the officers, directors,
2 and employees (including House Counsel) of the Receiving Party to whom disclosure is
3 reasonably necessary for this Action, in the case of a corporation;

4 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary
5 for this Action and who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
10 to whom disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses in the Action and their attorneys, to
15 whom disclosure is reasonably necessary, provided that: (1) the deposing party requests
16 that the witness sign the form attached as Exhibit 1 hereto and (2) they will not be
17 permitted to keep any confidential information unless they sign the “Acknowledgment
18 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
19 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to
20 depositions that reveal Protected Material may be separately bound by the court reporter
21 and may not be disclosed to anyone except as permitted under this Stipulated Protective
22 Order; and

23 (i) any mediator or settlement officer and their supporting personnel, mutually
24 agreed upon by any of the parties engaged in settlement discussions.

1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must

6 (a) promptly notify in writing the Designating Party, and include a copy of the
7 subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or
10 order is subject to this Protective Order, and include a copy of this Stipulated Protective
11 Order; and

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

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this action as
16 “CONFIDENTIAL” before a determination by the court issuing the subpoena or order,
17 unless the Party has obtained the Designating Party’s permission. The Designating Party
18 shall bear the burden and expense of seeking protection in that court of its confidential
19 material and nothing in these provisions should be construed as authorizing or
20 encouraging a Receiving Party in this Action to disobey a lawful directive from another
21 court.

22 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
23 IN THIS LITIGATION

24 (a) The terms of this Order apply to information produced by a Non-Party in
25 this Action and designated as “CONFIDENTIAL.” Such information produced by Non-
26 Parties in connection with this litigation is protected by the remedies and relief provided
27 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
28 from seeking additional protections.

1 (b) If a Party is required, by a valid discovery request, to produce a Non-Party's
2 confidential information in its possession, and the Party is subject to an agreement with
3 the Non-Party not to produce the Non-Party's confidential information, then the Party
4 shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party
6 that some or all of the information requested is subject to a confidentiality agreement
7 with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the Non-
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, then the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, then the Receiving Party shall
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court. Absent
19 a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
20 protection in this court of its Protected Material.

21 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that it has disclosed Protected Material to any person or
23 in any circumstance not authorized under this Stipulated Protective Order, the Receiving
24 Party must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures, (b) use best efforts to retrieve all unauthorized copies of the Protected
26 Material, (c) inform the person or persons to whom unauthorized disclosures were made
27 of all the terms of this Order, and (d) request such person or persons to execute the
28 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 13. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

2 If a Producing Party claims that it failed to designate or withhold any production
3 materials or other information as privileged or work-product materials, it shall promptly
4 notify, in writing, all parties to whom such privileged material was produced or disclosed
5 of the producing party's intent to assert a claim of privilege or work-product over such
6 materials ("Privileged Material").

7 The Receiving Party may object to the Producing Party's designation of disclosed
8 information as Privileged Material by providing written notice of such objection within
9 14 days of receiving a written demand for the return of the disclosed Privileged Material.
10 Any such objection shall be resolved by the Court in an *in camera* review. The Receiving
11 Party agrees not to argue in connection with a dispute over Privileged Material that the
12 Producing Party prior to its disclosure failed to take reasonable steps to prevent
13 disclosure.

14 Pending resolution of any such dispute by the Court, the Receiving Party shall
15 sequester and shall not use the disclosed Privileged Material in any respect. Where the
16 parties agree, or the Court orders, that a document is protected by the attorney-client,
17 work-product, or other privilege, and such document was originally produced in
18 electronic format on media containing production materials that are not subject to any
19 exemption from production, the Producing Party shall promptly provide replacement
20 production to the receiving party.

21 Pursuant to Fed. R. Evid. 502(d), the production of a privileged or work-product
22 protected document does not waive of privilege or protection from discovery in this case
23 or in any other federal or state proceeding. The production by any producing party,
24 whether in this action or in any other proceedings, of materials subject to a claim of
25 privilege or work-product shall not result in a waiver of any such protection in this action
26 for the produced materials or for any other privileged or immune materials containing the
27 same or similar subject matter. For example, the mere production of privileged or work-
28 product-protected documents in this case as part of a mass production is not itself a

1 waiver in this case or in any other federal or state proceeding. Nor shall the fact of
2 production by any producing party in this action be used as a basis for arguing that a
3 claim of privilege or work-product has been waived in any other proceeding.

4 Nothing in this Order shall relieve counsel for any receiving party of any existing
5 duty or obligation, whether established by case law, rule of court, regulation or other
6 source, to return, and not to review, any privileged or work-product materials without
7 being requested by the producing party to do so. Rather, if a Receiving Party becomes
8 aware that has what appears to be a privileged document, then Receiving Party shall
9 immediately (i) cease any further review of that document, (ii) promptly sequester the
10 potentially privileged material, and (iii) notify the producing party of the production,
11 requesting whether the Producing Party intended for the document to be produced. In the
12 event the Producing Party confirms the production of the privileged document, the
13 Receiving Party shall promptly return or destroy all copies of the produced privileged
14 document in its possession and take reasonable steps to retrieve all copies of the produced
15 privileged documents distributed to other counsel or non-parties.

16 14. MISCELLANEOUS

17 14.1. *Right to Further Relief.* Nothing in this Order abridges the right of any
18 person to seek its modification.

19 14.2. *Right to Assert Other Objections.* By stipulating to the entry of this
20 Protective Order, no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
23 to use in evidence of any of the material covered by this Protective Order.

24 14.3. *Filing Protected Material.* A Party that seeks to file under seal any Protected
25 Material must comply with Local Rule 79-5. Protected Material may be filed only under
26 seal under a court order authorizing the sealing of the Protected Material at issue. If a
27 request to file Protected Material under seal is denied, then the Receiving Party may file
28 the information in the public record unless the Court otherwise instructs.

1 12.4 *Effective Upon Execution of the Parties.* The Parties agree to be bound by
2 the terms of this Stipulation pending the entry by the Court of this Stipulation, and any
3 violation of its terms shall be subject to the same sanctions and penalties as if this
4 Stipulation had been entered by the Court.

5 15. FINAL DISPOSITION

6 After the final disposition of this Action, within 60 days of a written request by the
7 Designating Party, each Receiving Party must return all Protected Material to the
8 Producing Party or destroy such material. As used in this subdivision, “all Protected
9 Material” includes all copies, abstracts, compilations, summaries, and any other format
10 reproducing or capturing any of the Protected Material. Whether the Protected Material is
11 returned or destroyed, the Receiving Party must submit a written certification to the
12 Producing Party (and, if not the same person or entity, to the Designating Party) by the
13 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
14 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
15 retained any copies, abstracts, compilations, summaries or any other format reproducing
16 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
17 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
18 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
19 expert reports, attorney work product, and consultant and expert work product, even if
20 such materials contain Protected Material. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth in
22 Section 6 (DURATION).

23 16. Any violation of this Order may be punished by any and all appropriate measures
24 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Mason Winters, certify that all other
2 signatories listed, on whose behalf the filing is submitted, concur in the filing's content
3 and have authorized the filing.
4

5 DATED: August 23, 2018

Respectfully submitted,
SEYFARTH SHAW LLP

8 By: /s/ Mason R. Winters

9 Jeffrey A. Berman
10 Camille A. Olson
11 Richard B. Lapp
12 David D. Kadue
13 Mason R. Winters

Attorneys for Defendant
ASHLEY FURNITURE
INDUSTRIES, INC.

14 DATED: August 23, 2018

STILLWELL LAW OFFICE, P.C.

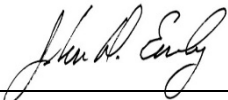
15 By: /s/ Geniene B. Stillwell

16 Geniene B. Stillwell
17 Freda Tjoarman

Attorneys for Plaintiff
DEBORAH BURWELL

18
19
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21 DATED: August 24, 2018

22
23 

24 JOHN D. EARLY
25 United States Magistrate Judge
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California on
7 [date] in the case of *Deborah Burwell v. Ashley Furniture Industries, Inc.*, Case No. 8:18-
8 cv-00589-JLS-JDE. I agree to comply with and to be bound by all the terms of this
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply
10 could expose me to sanctions and punishment in the nature of contempt. I solemnly
11 promise that I will not disclose in any manner any information or item that is subject to
12 this Stipulated Protective Order to any person or entity except in strict compliance with
13 the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action. I hereby appoint _____ [print or type full name]
18 of _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with this
20 action or any proceedings related to enforcement of this Stipulated Protective Order.

21 Date:

22 City and State where sworn and signed:

23
24 Printed name:

25
26 Signature:
27
28