

1 KARA PAPE, STATE BAR #131565  
 2 ARIADNE GIANNIS, STATE BAR # 292208  
 3 [kpape@tysonmendes.com](mailto:kpape@tysonmendes.com); [agiannis@tysonmendes.com](mailto:agiannis@tysonmendes.com)  
 4 TYSON & MENDES, LLP  
 445 South Figueroa Street, Suite 3100  
 Los Angeles, CA 90071  
 Telephone: 213.745.8600/Facsimile: 213.745.8604

5 Attorneys for Defendant,  
 6 TORNOS TECHNOLOGIES U.S. CORPORATION

7  
 8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

10  
 11 TIN DINH,

12 PLAINTIFF,

13 vs.

14  
 15 TORNOS LTD., TORNOS  
 16 TECHNOLOGIES U.S.  
 17 CORPORATION, AND DOES 1 TO  
 25, INCLUSIVE,

18 DEFENDANTS.  
 19

Case No. 8:20-cv-01481-MCS-ADSx  
 Assigned to: Judge Mark C. Scarsi and  
 Magistrate Judge Autumn D. Spaeth

20 **DISCOVERY MATTER**

21 **STIPULATED PROTECTIVE  
 22 ORDER CONCERNING  
 23 CONFIDENTIAL INFORMATION**

Action Date: May 29, 2020  
 Trial Date: November 16, 2021

24 **I. PURPOSES AND LIMITATIONS**

25 A. Discovery in this action is likely to involve production of confidential,  
 26 proprietary, or private information for which special protection from public disclosure  
 27 and from use for any purpose other than prosecuting this litigation may be warranted.  
 28 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
 Stipulated Protective Order. The parties acknowledge that this Order does not confer

1 blanket protections on all disclosures or responses to discovery and that the protection  
2 it affords from public disclosure and use extends only to the limited information or  
3 items that are entitled to confidential treatment under the applicable legal principles.  
4 The parties further acknowledge, as set forth in Section XIII(C), below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information under  
6 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
7 standards that will be applied when a party seeks permission from the Court to file  
8 material under seal.  
9

10 **II. GOOD CAUSE STATEMENT**

11 A. This action is likely to involve trade secrets, customer and pricing lists and other  
12 valuable research, development, commercial, financial, technical and/or proprietary  
13 information for which special protection from public disclosure and from use for any  
14 purpose other than prosecution of this action is warranted. Such confidential and  
15 proprietary materials and information consist of, among other things, confidential  
16 business or financial information, information regarding confidential business  
17 practices, or other confidential research, development, or commercial information  
18 (including information implicating privacy rights of third parties), information  
19 otherwise generally unavailable to the public, or which may be privileged or otherwise  
20 protected from disclosure under state or federal statutes, court rules, case decisions, or  
21 common law. Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately protect  
23 information the parties are entitled to keep confidential, to ensure that the parties are  
24 permitted reasonable necessary uses of such material in preparation for and in the  
25 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
26 of justice, a protective order for such information is justified in this matter. It is the  
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1 intent of the parties that information will not be designated as confidential for tactical  
2 reasons and that nothing be so designated without a good faith belief that it has been  
3 maintained in a confidential, non-public manner, and there is good cause why it should  
4 not be part of the public record of this case.

5 **III. DEFINITIONS**

6 A. Action: This pending federal law suit; Tin Dinh v. Tornos US Technology  
7 Corporation; Case No. 8:20-cv-01481-MCS-ADSx.

8 B. Challenging Party: A Party or Non-Party that challenges the designation of  
9 information or items under this Order.

10 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is  
11 generated, stored or maintained) or tangible things that qualify for protection under  
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13 Statement.

14 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
15 support staff).

16 E. Designating Party: A Party or Non-Party that designates information or items  
17 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18 F. Disclosure or Discovery Material: All items or information, regardless of the  
19 medium or manner in which it is generated, stored, or maintained (including, among  
20 other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 G. Expert: A person with specialized knowledge or experience in a matter pertinent  
23 to the litigation who has been retained by a Party or its counsel to serve as an expert  
24 witness or as a consultant in this Action.  
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1 H. House Counsel: Attorneys who are employees of a party to this Action. House  
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3 I. Non-Party: Any natural person, partnership, corporation, association, or other  
4 legal entity not named as a Party to this action.

5 J. Outside Counsel of Record: Attorneys who are not employees of a party to this  
6 Action but are retained to represent or advise a party to this Action and have appeared  
7 in this Action on behalf of that party or are affiliated with a law firm which has appeared  
8 on behalf of that party, and includes support staff.

9 K. Party: Any party to this Action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery  
12 Material in this Action.

13 M. Professional Vendors: Persons or entities that provide litigation support  
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 N. Protected Material: Any Disclosure or Discovery Material that is designated as  
18 “CONFIDENTIAL.”

19 O. Receiving Party: A Party that receives Disclosure or Discovery Material from a  
20 Producing Party.

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23 **IV. SCOPE**

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

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

3 B. 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 **V. DURATION**

6 A. 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  
8 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
9 the later of (1) dismissal of all claims and defenses in this Action, with or without  
10 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
11 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
12 for filing any motions or applications for extension of time pursuant to applicable law.

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14 **VI. DESIGNATING PROTECTED MATERIAL**

15 A. Exercise of Restraint and Care in Designating Material for Protection

16 1. Each Party or Non-Party that designates information or items for  
17 protection under this Order must take care to limit any such designation to  
18 specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of material,  
20 documents, items, or oral or written communications that qualify so that other  
21 portions of the material, documents, items, or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of this  
23 Order.  
24

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

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

7 **B. Manner and Timing of Designations**

8 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)  
9 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
10 that qualifies for protection under this Order must be clearly so designated  
11 before the material is disclosed or produced.

12 2. Designation in conformity with this Order requires the following:

13 a. For information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or  
15 trial proceedings), that the Producing Party affix at a minimum, the  
16 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to  
17 each page that contains protected material. If only a portion or portions  
18 of the material on a page qualifies for protection, the Producing Party also  
19 must clearly identify the protected portion(s) (e.g., by making  
20 appropriate markings in the margins).

21 b. A Party or Non-Party that makes original documents available for  
22 inspection need not designate them for protection until after the  
23 inspecting Party has indicated which documents it would like copied and  
24 produced. During the inspection and before the designation, all of the  
25 material made available for inspection shall be deemed  
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1 “CONFIDENTIAL.” After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must  
3 determine which documents, or portions thereof, qualify for protection  
4 under this Order. Then, before producing the specified documents, the  
5 Producing Party must affix the “CONFIDENTIAL legend” to each page  
6 that contains Protected Material. If only a portion or portions of the  
7 material on a page qualifies for protection, the Producing Party also must  
8 clearly identify the protected portion(s) (e.g., by making appropriate  
9 markings in the margins).  
10

11 c. For testimony given in depositions, that the Designating Party  
12 identify the Disclosure or Discovery Material on the record, before the  
13 close of the deposition all protected testimony.

14 d. For information produced in form other than document and for  
15 any other tangible items, that the Producing Party affix in a prominent  
16 place on the exterior of the container or containers in which the  
17 information is stored the legend “CONFIDENTIAL.” If only a portion or  
18 portions of the information warrants protection, the Producing Party, to  
19 the extent practicable, shall identify the protected portion(s).  
20

21 C. Inadvertent Failure to Designate

22 1. If timely corrected, an inadvertent failure to designate qualified  
23 information or items does not, standing alone, waive the Designating Party’s  
24 right to secure protection under this Order for such material. Upon timely  
25 correction of a designation, the Receiving Party must make reasonable efforts to  
26 assure that the material is treated in accordance with the provisions of this  
27 Order.  
28

1 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 A. Timing of Challenges

3 1. Any party or Non-Party may challenge a designation of confidentiality at  
4 any time that is consistent with the Court's Scheduling Order.

5 B. Meet and Confer

6 1. The Challenging Party shall initiate the dispute resolution process under  
7 Local Rule 37.1 et seq.

8 C. The burden of persuasion in any such challenge proceeding shall be on the  
9 Designating Party. Frivolous challenges, and those made for an improper purpose  
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
12 withdrawn the confidentiality designation, all parties shall continue to afford the  
13 material in question the level of protection to which it is entitled under the Producing  
14 Party's designation until the Court rules on the challenge.  
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16 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 A. Basic Principles

18 1. A Receiving Party may use Protected Material that is disclosed or  
19 produced by another Party or by a Non-Party in connection with this Action only  
20 for prosecuting, defending, or attempting to settle this Action. Such Protected  
21 Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of Section XIV below.  
24

25 2. Protected Material must be stored and maintained by a Receiving Party  
26 at a location and in a secure manner that ensures that access is limited to the  
27 persons authorized under this Order.  
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1 B. Disclosure of “CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing by the  
3 Designating Party, a Receiving Party may disclose any information or item  
4 designated “CONFIDENTIAL” only to:

5 a. The Receiving Party’s Outside Counsel of Record in this Action, as  
6 well as employees of said Outside Counsel of Record to whom it is  
7 reasonably necessary to disclose the information for this Action;

8 b. The officers, directors, and employees (including House Counsel)  
9 of the Receiving Party to whom disclosure is reasonably necessary for this  
10 Action;

11 c. Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this Action and who have signed  
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 d. The Court and its personnel;

15 e. Court reporters and their staff;

16 f. Professional jury or trial consultants, mock jurors, and  
17 Professional Vendors to whom disclosure is reasonably necessary or this  
18 Action and who have signed the “Acknowledgment and Agreement to be  
19 Bound” attached as Exhibit A hereto;

20 g. The author or recipient of a document containing the information  
21 or a custodian or other person who otherwise possessed or knew the  
22 information;

23 h. During their depositions, witnesses, and attorneys for witnesses,  
24 in the Action to whom disclosure is reasonably necessary provided: (i)  
25 the deposing party requests that the witness sign the “Acknowledgment  
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1 and Agreement to Be Bound;” and (ii) they will not be permitted to keep  
2 any confidential information unless they sign the “Acknowledgment and  
3 Agreement to Be Bound,” unless otherwise agreed by the Designating  
4 Party or ordered by the Court. Pages of transcribed deposition testimony  
5 or exhibits to depositions that reveal Protected Material may be  
6 separately bound by the court reporter and may not be disclosed to  
7 anyone except as permitted under this Stipulated Protective Order; and  
8 i. Any mediator or settlement officer, and their supporting  
9 personnel, mutually agreed upon by any of the parties engaged in  
10 settlement discussions.  
11

12 **IX. PROTECTED MATERIAL SUPOENAED OR ORDERED PRODUCED IN**  
13 **OTHER LITIGATION**

14 A. If a Party is served with a subpoena or a court order issued in other litigation  
15 that compels disclosure of any information or items designated in this Action as  
16 “CONFIDENTIAL,” that Party must:  
17

- 18 1. Promptly notify in writing the Designating Party. Such notification shall  
19 include a copy of the subpoena or court order;
- 20 2. Promptly notify in writing the party who caused the subpoena or order to  
21 issue in the other litigation that some or all of the material covered by the  
22 subpoena or order is subject to this Protective Order. Such notification shall  
23 include a copy of this Stipulated Protective Order; and
- 24 3. Cooperate with respect to all reasonable procedures sought to be pursued  
25 by the Designating Party whose Protected Material may be affected.  
26

27 B. If the Designating Party timely seeks a protective order, the Party served with  
28 the subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL” before a determination by the Court from which the subpoena or  
2 order issued, unless the Party has obtained the Designating Party’s permission. The  
3 Designating Party shall bear the burden and expense of seeking protection in that court  
4 of its confidential material and nothing in these provisions should be construed as  
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
6 from another court.

7 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
8 **THIS LITIGATION**

9  
10 A. The terms of this Order are applicable to information produced by a Non-Party  
11 in this Action and designated as “CONFIDENTIAL.” Such information produced by  
12 Non-Parties in connection with this litigation is protected by the remedies and relief  
13 provided by this Order. Nothing in these provisions should be construed as prohibiting  
14 a Non-Party from seeking additional protections.

15  
16 B. In the event that a Party is required, by a valid discovery request, to produce a  
17 Non-Party’s confidential information in its possession, and the Party is subject to an  
18 agreement with the Non-Party not to produce the Non-Party’s confidential  
19 information, then the Party shall:

- 20 1. Promptly notify in writing the Requesting Party and the Non-Party that  
21 some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;  
23 2. Promptly provide the Non-Party with a copy of the Stipulated Protective  
24 Order in this Action, the relevant discovery request(s), and a reasonably specific  
25 description of the information requested; and  
26 3. Make the information requested available for inspection by the Non-  
27 Party, if requested.  
28

1 C. If the Non-Party fails to seek a protective order from this court within 14 days  
2 of receiving the notice and accompanying information, the Receiving Party may  
3 produce the Non-Party's confidential information responsive to the discovery request.  
4 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
5 any information in its possession or control that is subject to the confidentiality  
6 agreement with the Non-Party before a determination by the court. Absent a court  
7 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
8 protection in this court of its Protected Material.  
9

10 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing  
14 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve  
15 all unauthorized copies of the Protected Material, (3) inform the person or persons to  
16 whom unauthorized disclosures were made of all the terms of this Order, and (4)  
17 request such person or persons to execute the "Acknowledgment and Agreement to be  
18 Bound" that is attached hereto as Exhibit A.  
19

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 A. When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28

1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the Stipulated Protective Order submitted  
4 to the Court.

5 **XIII. MISCELLANEOUS**

6 A. Right to Further Relief

7 1. Nothing in this Order abridges the right of any person to seek its  
8 modification by the Court in the future.

9 B. Right to Assert Other Objections

10 1. By stipulating to the entry of this Protective Order, no Party waives any  
11 right it otherwise would have to object to disclosing or producing any information  
12 or item on any ground not addressed in this Stipulated Protective Order.  
13 Similarly, no Party waives any right to object on any ground to use in evidence of  
14 any of the material covered by this Protective Order.

15 C. Filing Protected Material

16 1. A Party that seeks to file under seal any Protected Material must comply  
17 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
18 pursuant to a court order authorizing the sealing of the specific Protected  
19 Material at issue. If a Party's request to file Protected Material under seal is  
20 denied by the Court, then the Receiving Party may file the information in the  
21 public record unless otherwise instructed by the Court.

22 **XIV. FINAL DISPOSITION**

23 A. After the final disposition of this Action, as defined in Section V, within sixty (60)  
24 days of a written request by the Designating Party, each Receiving Party must return all  
25 Protected Material to the Producing Party or destroy such material. As used in this  
26

TYSON & MENDES, LLP  
445 SOUTH FIGUEROA STREET, SUITE 3100  
LOS ANGELES, CA 90071  
(213) 745-8600 / FAX: (213) 745-8604

1 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
4 must submit a written certification to the Producing Party (and, if not the same person  
5 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
6 category, where appropriate) all the Protected Material that was returned or destroyed  
7 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
8 compilations, summaries or any other format reproducing or capturing any of the  
9 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
10 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
11 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
12 attorney work product, and consultant and expert work product, even if such materials  
13 contain Protected Material. Any such archival copies that contain or constitute  
14 Protected Material remain subject to this Protective Order as set forth in Section V.

15  
16 B. Any violation of this Order may be punished by any and all appropriate measures  
17 including, without limitation, contempt proceedings and/or monetary sanctions.  
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20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21 TYSON & MENDES, LLP

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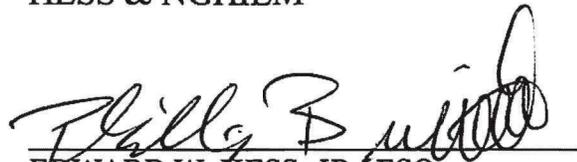
24 Dated: 3/2/2021

25 KARA A. PAPE, ESQ.  
26 ARIADNE GIANNIS, ESQ.  
27 Attorneys for Defendant, TORNOS TECHNOLOGIES  
28 U.S. CORPORATION

HESS & NGHIEM

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Dated: 3/1/21

  
EDWARD W. HESS, JR., ESQ.  
PHILLIP NGHIEM, ESQ.  
Attorneys for Plaintiff, TIN DINH

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: April 27, 2021

/s/ Autumn D. Spaeth  
HONORABLE AUTUMN D. SPAETH  
United States Magistrate Judge

TYSON & MENDES, LLP  
445 SOUTH FIGUEROA STREET, SUITE 3100  
LOS ANGELES, CA 90071  
(213) 745-8600 / FAX: (213) 745-8604

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2  
3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in  
5 its entirety and understand the Stipulated Protective Order that was issue by the United States  
6 District Court for the Central District of California on \_\_\_\_\_ [DATE] in the  
7 case of Tin Dinh v. Tornos US Technology Corporation; Case No. 8:20-cv-01481-MCS-ADSx. I  
8 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and  
9 I understand and acknowledge that failure to so comply could expose me to sanctions and  
10 punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
11 manner any information or item that is subject to this Stipulated Protective Order to any  
12 person or entity except in strict compliance with the provisions of this Order.

13  
14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 Central District of California for the purpose of enforcing the terms of this Stipulated Protective  
16 Order, even if such enforcement proceedings occur after termination of this action. I hereby  
17 appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
18 \_\_\_\_\_ [print or type full address and telephone number] as my California agent for  
19 service of process in connection with this action or any proceedings related to enforcement of  
20 this Stipulated Protective Order.

21  
22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

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

25 Signature: \_\_\_\_\_  
26  
27  
28