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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA SOUTHERN DIVISION AT
SANTA ANA**

<p>CASCADE DRILLING, L.P.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>REGENESIS BIOREMEDIATION PRODUCTS, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>CASE NO. 8:23-CV-02108- JWH-ADS</p> <p style="text-align: center;">Hon. Autumn D. Spaeth</p> <p style="text-align: center;">STIPULATED PROTECTIVE ORDER</p>
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I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. 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 blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

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

7 **II. GOOD CAUSE STATEMENT**

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

III. DEFINITIONS

1
2 A. Action: Cascade Drilling L.P., v. Regenesi Bioremediation Products,
3 Inc. C.D. Cal. Case No. 8:23-CV-02108-JWH-ADS

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

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

10 D. “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES
11 ONLY” Information or Items: Information (regardless of how it is generated, stored,
12 or maintained) or tangible things that qualify for protection under Federal Rule of
13 Civil Procedure 26(c), and, as specified above in the above Good Cause Statement,
14 that is extremely confidential and/or sensitive in nature, the disclosure of which is
15 likely to cause serious economic harm or competitive disadvantage to the Producing
16 Party, or which the Producing Party reasonably believes will seriously compromise
17 or jeopardize its business interests, such that protecting the information cannot be
18 avoided by less restrictive means than designation as “HIGHLY CONFIDENTIAL
19 – OUTSIDE ATTORNEYS’ EYES ONLY.” Such information may include, but
20 shall not necessarily be limited to, (i) trade secrets, (ii) confidential research, (iii)
21 development or commercial information, including but not limited to sensitive
22 financial data, technical information, proprietary or nonpublic commercial
23 information, or commercially or competitively sensitive information, (iv)
24 compensation information of current or former employees of a Producing Party, (v)
25 confidential information about clients and customers of a Producing Party, or (vi)
26 technical, marketing, financial, sales or other confidential business information; and
27 would not otherwise be adequately protected under the procedures set forth herein
28 for “CONFIDENTIAL” Discovery Material.

1 E. Counsel: Outside Counsel of Record and In-House Counsel (as well as
2 their support staff).

3 F. Designating Party: A Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’
6 EYES ONLY.”

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

11 H. Expert: A person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 I. In-House Counsel: Attorneys who are employees of a party to this
15 Action. In-House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 J. Non-Party: Any natural person, partnership, corporation, association,
18 or other legal entity not named as a Party to this action.

19 K. Outside Counsel of Record: Attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party, and includes support staff.

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

26 M. Producing Party: A Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 N. Professional Vendors: Persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 O. Protected Material: Any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
6 ATTORNEYS’ EYES ONLY.”

7 P. Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 IV. SCOPE

10 A. The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 B. However, the protections conferred by this Stipulation and Order do not
16 cover the following information: (a) any information that is in the public domain at
17 the time of disclosure to a Receiving Party or becomes part of the public domain
18 after its disclosure to a Receiving Party as a result of publication not involving a
19 violation of this Order, including becoming part of the public record through trial or
20 otherwise; and (b) any information known to the Receiving Party prior to the
21 disclosure or obtained by the Receiving Party after the disclosure from a source who
22 obtained the information lawfully and under no obligation of confidentiality to the
23 Designating Party. Any use of Protected Material at trial shall be governed by the
24 orders of the trial judge. This Order does not govern the use of Protected Material at
25 trial.

26 V. DURATION

27 A. Even after final disposition of this litigation, the confidentiality
28 obligations imposed by this Order shall remain in effect until a Designating Party

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

7 **VI. DESIGNATING PROTECTED MATERIAL**

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

9 1. Each Party or Non-Party that designates information or items for
10 protection under this Order must take care to limit any such designation to specific
11 material that qualifies under the appropriate standards. The Designating Party must
12 designate for protection only those parts of material, documents, items, or oral or
13 written communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not warranted are not
15 swept unjustifiably within the ambit of this Order.

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

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

25 B. Manner and Timing of Designations

26 1. Except as otherwise provided in this Order (*see, e.g.*, Section
27 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
28 Material that qualifies for protection under this Order must be clearly so designated

1 before the material is disclosed or produced.

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

4 a. For information in documentary form (e.g., paper or
5 electronic documents, but excluding transcripts of depositions or other pretrial or
6 trial proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
8 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” (hereinafter
9 “OUTSIDE ATTORNEYS’ EYES ONLY legend”), to each page that contains
10 protected material. If only a portion or portions of the material on a page qualifies
11 for protection, the Producing Party also must clearly identify the protected portion(s)
12 (e.g., by making appropriate markings in the margins).

13 b. A Party or Non-Party that makes original documents
14 available for inspection need not designate them for protection until after the
15 inspecting Party has indicated which documents it would like copied and produced.
16 During the inspection and before the designation, all of the material made available
17 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
18 identified the documents it wants copied and produced, the Producing Party must
19 determine which documents, or portions thereof, qualify for protection under this
20 Order. Then, before producing the specified documents, the Producing Party must
21 affix the “CONFIDENTIAL legend” or “OUTSIDE ATTORNEYS’ EYES ONLY
22 legend,” as applicable, to each page that contains Protected Material. If only a
23 portion or portions of the material on a page qualifies for protection, the Producing
24 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
25 markings in the margins).

26 c. For testimony given in depositions, that the Designating
27 Party identify the Disclosure or Discovery Material on the record, before the close
28 of the deposition all protected testimony. Alternatively, within thirty (30) days of

1 receipt of a transcript of a deposition, the Designating Party may designate such
2 transcript or any portion thereof as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” as applicable, by notifying
4 counsel for all Parties, in writing, of the specific pages and lines of the transcript or
5 recording that should be treated as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY.” All transcripts of
7 depositions shall be treated as “HIGHLY CONFIDENTIAL – OUTSIDE
8 ATTORNEYS’ EYES ONLY” for thirty (30) days after receipt of the transcript, or
9 until written notice of a designation is received, whichever occurs first.

10 d. For information produced in form other than document
11 and for any other tangible items, that the Producing Party affix in a prominent place
12 on the exterior of the container or containers in which the information is stored the
13 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
14 ATTORNEYS’ EYES ONLY,” as applicable. If only a portion or portions of the
15 information warrants protection, the Producing Party, to the extent practicable, shall
16 identify the protected portion(s).

17 C. Inadvertent Failure to Designate

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

23 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 A. Timing of Challenges

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

27 B. Meet and Confer

28 1. The Challenging Party shall initiate the dispute resolution

1 process under Local Rule 37.1 et seq.

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

10 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

11 A. Basic Principles

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

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

21 B. Disclosure of "CONFIDENTIAL" Information or Items

22 1. Unless otherwise ordered by the Court or permitted in writing by
23 the Designating Party, a Receiving Party may disclose any information or item
24 designated "CONFIDENTIAL" only to:

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

28 b. The officers, directors, and employees (including In-

1 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
2 for this Action;

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

6 d. The Court and its personnel;

7 e. Court reporters and their staff;

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

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

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

24 i. Any mediator or settlement officer, and their supporting
25 personnel, mutually agreed upon by any of the parties engaged in settlement
26 discussions;

27 j. Other witnesses or persons to whom the Disclosing Party
28 agrees to in advance of disclosure or by court order.

1 C. Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE
2 ATTORNEYS’ EYES ONLY” Information or Items:

3 1. Unless otherwise ordered by the Court or permitted in writing by
4 the Designating Party, a Receiving Party may disclose any information or item
5 designated “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES
6 ONLY” only to:

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

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

13 c. The Court and its personnel;

14 d. Court reporters and their staff and Professional Vendors to
15 whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto; and

17 e. The author or recipient of a document containing the
18 information or a custodian or other person who otherwise possessed or knew the
19 information.

20 f. Other witnesses or persons to whom the Designating Party
21 agrees in advance of disclosure or by court order.

22 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 A. If a Party is served with a subpoena or a court order issued in other
25 litigation that compels disclosure of any information or items designated in this
26 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
27 ATTORNEYS’ EYES ONLY,” that Party must:

28 1. Promptly notify in writing the Designating Party. Such

1 notification shall include a copy of the subpoena or court order;

2 2. Promptly notify in writing the party who caused the subpoena or
3 order to issue in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall include
5 a copy of this Stipulated Protective Order; and

6 3. Cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be affected.

8 B. If the Designating Party timely seeks a protective order, the Party
9 served with the subpoena or court order shall not produce any information
10 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 OUTSIDE ATTORNEYS’ EYES ONLY” before a determination by the Court from
12 which the subpoena or order issued, unless the Party has obtained the Designating
13 Party’s permission. The Designating Party shall bear the burden and expense of
14 seeking protection in that court of its confidential material and nothing in these
15 provisions should be construed as authorizing or encouraging a Receiving Party in
16 this Action to disobey a lawful directive from another court.

17
18 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS LITIGATION**

20 A. The terms of this Order are applicable to information produced by a
21 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY.” Such information
23 produced by Non-Parties in connection with this litigation is protected by the
24 remedies and relief provided by this Order. Nothing in these provisions should be
25 construed as prohibiting a Non-Party from seeking additional protections.

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

1 1. Promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 2. Promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 3. Make the information requested available for inspection by the
8 Non-Party, if requested.

9 C. If the Non-Party fails to seek a protective order from this court within
10 14 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party’s confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
13 not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

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

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

26 A.

27 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR
 OTHERWISE PROTECTED MATERIAL**

28 A. When a Producing Party gives notice to Receiving Parties that certain

1 | inadvertently produced material is subject to a claim of privilege or other protection,
2 | the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
3 | Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
4 | may be established in an e-discovery order that provides for production without prior
5 | privilege review. Specifically, a party or non-party who knows or reasonably should
6 | know that it may have received an inadvertently disclosed or produced protected
7 | document shall promptly notify the Producing Party and, upon the Request of the
8 | Producing Party, must promptly return or destroy the document, without
9 | distributing, disseminating, or reproducing the document, except in the case where
10 | the receiving party or non-party intends to challenge the designation of the document
11 | as subject to a claim of privilege or other protection, in which case the Receiving
12 | Party shall sequester the document until the challenge is resolved. A person or non-
13 | party who is notified by a Producing Party that it has received an inadvertently
14 | disclosed or produced protected document must, upon the Request of the Producing
15 | Party, promptly return or destroy the document, without distributing, disseminating,
16 | or reproducing the document, except in the case where the receiving party or non-
17 | party intends to challenge the designation of the document as subject to a claim of
18 | privilege or other protection, in which case the Receiving Party shall sequester the
19 | document until the challenge is resolved. To the extent the Parties disagree about a
20 | privilege designation, the Challenging Party shall initiate the dispute resolution
21 | process under Local Rule 37-1 et seq. pursuant to Section VII(b) of this Order.

22 | **XIII. MISCELLANEOUS**

23 | A. Right to Further Relief

24 | 1. Nothing in this Order abridges the right of any person to seek its
25 | modification by the Court in the future.

26 | B. Right to Assert Other Objections

27 | 1. By stipulating to the entry of this Protective Order, no Party
28 | waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order.
2 Similarly, no Party waives any right to object on any ground to use in evidence of
3 any of the material covered by this Protective Order.

4 C. Filing Protected Material

5 1. “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL –
6 OUTSIDE ATTORNEYS’ EYES ONLY” material designated in this Action shall
7 not be filed in the public record in connection with this Action unless such material
8 is filed in its entirety under seal, or redacted by agreement as contemplated by Local
9 Rule 79-5.2.2. The Parties acknowledge that this Stipulated Protective Order does
10 not entitle them to file Protected Material under seal. Civil Local Rule 79-5 sets forth
11 the procedures that must be followed and the standards that will be applied when a
12 party seeks permission from the Court to file material under seal. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party’s request to file Protected Material
15 under seal is denied by the Court, then the Receiving Party shall meet and confer
16 with the Designating Party regarding the redaction of “CONFIDENTIAL” and
17 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” portions
18 of the Protected Material.

19 **XIV. FINAL DISPOSITION**


20 A. After the final disposition of this Action, as defined in Section V, within
21 sixty (60) days of a written request by the Designating Party, each Receiving Party
22 must return all Protected Material to the Producing Party or destroy such material.
23 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
24 compilations, summaries, and any other format reproducing or capturing any of the
25 Protected Material. Whether the Protected Material is returned or destroyed, the
26 Receiving Party must submit a written certification to the Producing Party (and, if
27 not the same person or entity, to the Designating Party) by the 60 day deadline that
28 (1) identifies (by category, where appropriate) all the Protected Material that was

1 returned or destroyed and (2) affirms that the Receiving Party has not retained any
2 copies, abstracts, compilations, summaries or any other format reproducing or
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
6 and trial exhibits, expert reports, attorney work product, and consultant and expert
7 work product, even if such materials contain Protected Material. Any such archival
8 copies that contain or constitute Protected Material remain subject to this Protective
9 Order as set forth in Section V.

10 B. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.

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

17
18 Dated:



Counsel for Plaintiff Cascade Drilling, L.P.

19
20 Dated:



Counsel for Defendant(s) Regensis
Bioremediation Products, Inc.

21
22
23 **IT IS ORDERED** that the forgoing Agreement is approved.

24
25 Dated: 08/28/2024

26 /s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH
27 United States Magistrate Judge
28

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [DATE] in the case of *Cascade Drilling L.P. v. Regenesys Bioremediation Products, Inc.* (Case No. 8:23-cv-02108-JWH-ADS). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____