

1 trade secret or other non-public, business-related proprietary information; and (4) personnel files and
2 employment information; and (5) a catch-all category described as “other information understood to
3 be confidential pursuant to Rule 26(c) of the Federal Rules of Civil Procedure (“Confidential
4 Information”). (Doc. No. 37 at 6, 11-20; Doc. No. 37-1 at 34).

5 The Court finds good cause to enter a protective order for the four specified categories
6 identified by Defendants, each of which is supported by a showing of particularized need and is
7 routinely included in stipulated protective orders. *See, e.g., Snapkeys Ltd. v. Google LLC*, 2021 WL
8 1951250, at *3 (N.D. Cal. May 14, 2021) (protecting personally identifiable information “including
9 names, addresses, phone numbers, and email addresses.”); *Mei Ma v. Convergent Outsourcing, Inc.*,
10 2017 WL 11634740, at *1 (C.D. Cal. Apr. 21, 2017) (holding financial information appropriately
11 protected by protective order); *Nicolosi Distrib., Inc. v. Finishmaster, Inc.*, 2018 WL 10758114, at
12 *2 (N.D. Cal. Aug. 28, 2018) (contracts that contained sensitive and confidential business
13 information properly protected); *Trevino v. Golden State FC LLC*, 2020 WL 550702, at *2 (E.D.
14 Cal. Feb. 4, 2020) (recognizing disclosure of “confidential information regarding Defendants’
15 policies and procedures” could cause “competitive harm”); *Pryor v. City of Clearlake*, 2012 WL
16 2711032, at *2 (N.D. Cal. 2012) (holding portions of personnel files properly confidential); *Seals v.*
17 *Mitchell*, 2011 WL 1233650, at *3 (N.D. Cal. Mar. 30, 2011) (finding “employment records,
18 personnel records, and specific instances of past conduct” protectable).

19 As for the fifth catch-all category described as “other information understood to be
20 confidential” the Court does not find good cause for a protective order because the language is vague
21 and fails to comply with Local Rule 141.1(c). *See Aranda v. Cnty. of Los Angeles*, 2019 WL
22 11838767, at *4 (C.D. Cal. Dec. 6, 2019) (striking as vague and overbroad a provision from a
23 proposed protective order protecting “information otherwise generally unavailable to the public, or
24 which may be privileged or otherwise protected from disclosure.”); *see also Protech Wheel Indus.*
25 *Co. v. Velox Enterprises, Inc.*, 2009 WL 4855287, at *1 (C.D. Cal. Dec. 15, 2009) (“a protective
26 order must be narrowly tailored and cannot be overbroad. It is not sufficient to deem protected ‘any
27 documents, testimony or other discovery material that contains confidential information.’”).

28 ////

1 B. Modifications Based on June 21, 2023 Hearing

2 At the June 21, 2023 hearing, the Parties made argument regarding the language in the
3 Defendants' proposed protective order and discussed proposed modifications to the proposed
4 protective order. The Court similarly suggested proposed modifications of its own. Based upon the
5 parties respective arguments and concessions, the Court notified the Parties of its intent to modify
6 the proposed protective order as follows: (1) add a provision explicitly stating that the approved
7 protective order is not a blanket protective order and does not automatically grant confidentiality to
8 all materials produced in discovery; (2) add a provision stating a Party that engages in mass or
9 routinized confidentiality designations may be subject to sanctions; (3) add a provision stating a
10 Party that engages in frivolous challenges to confidentiality designations or challenges made for an
11 improper purpose may be subject to sanctions; (4) modify the description of the second category of
12 materials subject to confidentiality to include immigration status; (5) modify the fourth category of
13 materials subject to confidentiality to mirror the language in Federal Rule of Civil Procedure
14 26(c)(1)(g); (6) delete the fifth catch-all category of materials subject to protection; (7) delete the
15 provision concerning sealing of documents and replace it with a provision in conformance with
16 Local Rule 141; (8) modify Section 11, regarding Final Disposition of materials disclosed in
17 discovery, by including a provision in EEOC's Proposed Protective Order concerning compliance
18 with the Federal Records Act. (Doc. 39-2).

19 At the June 21, 2023 hearing, Plaintiff EEOC withdrew its objection to protection of the four
20 enumerated categories of materials identified in the Proposed Protective Order. EEOC raised
21 concerns about Section 3.4, which permits Third Parties to designate materials as confidential. The
22 Court shares concerns about the overbreadth of this provision and has replaced it with a more narrow
23 provision concerning the ability of Non-Parties to protect materials produced in discovery.

24 The Court finds good cause exists under Federal Rules of Civil Procedure 26 for protection of
25 the materials and information identified in Section 2.3 of the Protective Order and GRANTS
26 Defendants' Motion for a Protective Order (Doc. No. 37), as modified below based on agreement by
27 the Parties and the previously rulings by this Court stated on the record.

28 ////

1 ACCORDINGLY, the following PROTECTIVE ORDER shall govern this action:

2 1. PURPOSES AND LIMITATIONS

3 1.1 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation would be warranted.

6 1.2 The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures 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 under the
9 applicable legal principles. The parties further acknowledge, as set forth in Section 10, below, that
10 this Protective Order does not automatically entitle them to file confidential information under seal.

11 2. DEFINITIONS

12 2.1 Party: any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and outside counsel (and their support staff).

14 2.2 Disclosure or Discovery Material: all items or information, regardless of the medium
15 or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or
16 tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

17 2.3 "Confidential" Information or Items shall include: (i) financial data, marketing and
18 advertising data or plans, strategic or long-range business plans, or internal cost, wage, salary,
19 compensation, recruiting, and retention data; (ii) non-public private information relating to
20 individuals, such as employee names, Social Security numbers, immigration status, home addresses
21 and/or telephone numbers, business or financial records, medical records, leave of absence records,
22 drug screening records, or other personal, sensitive information relating to individuals; (iii) personnel
23 files and other private information relating to employees' employment (e.g., performance
24 evaluations, promotion and demotion information, corrective action, compensation information,
25 benefit information, immigration status, etc.); (iv) trade secrets or other confidential research,
26 development, or commercial information.

27 2.4 Receiving Party: a Party that receives Disclosure or Discovery Material from a
28 Producing Party.

1 2.5 Producing Party: a Party or non-party that produces Disclosure or Discovery Material
2 in this action.

3 2.6 Designating Party: a Party or non-party that designates information or items that it
4 produces in disclosures or in responses to discovery as “Confidential.”

5 2.7 Protected Material: any Disclosure or Discovery Material that is designated as
6 “Confidential” or “Confidential – ATTORNEYS’ EYES ONLY.”

7 2.8. Outside Counsel: attorneys who are not employees of a Party but who are retained to
8 represent or advise a Party in this action.

9 2.9 House Counsel: attorneys who are employees of a Party.

10 2.10 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their
11 support staffs and contractors).

12 2.11 Expert: a person with specialized knowledge or experience in a matter pertinent to the
13 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
14 consultant in this action and who is not a past or a current employee of a Party or of a competitor of a
15 Party’s and who, at the time of retention, is not anticipated to become an employee of a Party or a
16 competitor of a Party’s. This definition includes a professional jury or trial consultant retained in
17 connection with this litigation.

18 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g..
19 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,
20 retrieving data in any form or medium; etc.) and their employees and subcontractors.

21 2.13 Court: United States District Court, Eastern District of California, or other judicial
22 body or arbitrator presiding over this matter.

23 2.14 Privileged Material: material protected by the attorney-client privilege, attorney work
24 product protection, or any other privilege or protection from disclosure.

25 2.15 Litigation: the matter of *U.S. EQUAL EMPLOYMENT OPPORTUNITY*
26 *COMMISSION v. SUNSHINE RAISIN CORPORATION dba National Raisin Company; REAL TIME*
27 *STAFFING SERVICES, LLC dba Select Staffing; and DOES 1-10, inclusive, Case No. 1:21-CV-*
28

1 01424-JLT-HBK, currently pending in the United States District Court for the Eastern District of
2 California.

3 3. SCOPE

4 3.1 This Protective Order shall govern all documents, the information contained therein,
5 and all other information produced or disclosed during discovery in this Litigation whether revealed
6 in a document, deposition, other testimony, discovery response or otherwise (“Discovery Material”),
7 by any party in this Litigation (the “Producing Party”) to any other party (the “Receiving Party”).

8 This Protective Order is binding upon the Parties to the Litigation, as well as their respective
9 attorneys, agents, representatives, officers, and employees and others as set forth in this Agreement.

10 The protections conferred by this Order cover Discovery Material (as defined above), but also any
11 information copied or extracted there from, as well as all copies, excerpts, summaries, or
12 compilations thereof, plus testimony, conversations, or presentations by parties or counsel to on
13 settings that might reveal Discovery Material.

14 3.2 Any Producing Party shall have the right to identify and designate as “Confidential”
15 any document or other material it produces or provides, or any testimony it gives in this proceeding
16 falling within the categories set forth in Section 2.3, above, which it believes in good faith
17 constitutes, reflects or discloses its confidential, private, or proprietary information. As used herein,
18 “Confidential” includes both documents designated as “CONFIDENTIAL” and “CONFIDENTIAL-
19 ATTORNEYS’ EYES ONLY.”

20 3.3 Confidential Information designated as “CONFIDENTIAL- ATTORNEYS’ EYES
21 ONLY” are documents the producing party believes in good faith constitute, reflect, or disclose
22 highly sensitive confidential or proprietary information, which the producing party deems requires
23 protection beyond that provided by the “CONFIDENTIAL” designation. Information or documents
24 that are available to the public or generally made available to Defendant’s non-management
25 employees at-large may not be designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

26 3.4 In the event that a Party is required, by a valid discovery request, to produce a NON-
27 PARTY’S protected materials or confidential information in its possession, and the Party is subject to
28

1 an agreement with the NON-PARTY not to produce the NON-PARTY'S protected material or
2 confidential information, then the Party shall:

3 (i) promptly notify in writing the Requesting Party and the NON-PARTY that some or all of the
4 information requested is subject to a confidentiality agreement with a NON-PARTY;

5 (ii) promptly provide the NON-PARTY with a copy of the Stipulated Protective Order in this
6 Lawsuit, the relevant discovery request(s), and a reasonably specific description of the information
7 requested; and

8 (iii) make the information requested available for inspection by the NON-PARTY, if requested.

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

17 4. DURATION

18 4.1 Even after the termination of this litigation, the confidentiality obligations imposed by
19 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a judge order
20 otherwise directs. The Parties expressly agree that the Court in which this Litigation is pending
21 retains jurisdiction over this Litigation for enforcement of the provisions of this Protective Order
22 following the final resolution of this Litigation.

23 4.2 This Order does not preclude the parties from entering into further written agreements
24 or stipulated orders with respect to ESI or other discovery issues.

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
27 non-party that designates information or items for protection under this Order must take care to limit
28 any such designation to material that qualifies under the appropriate standards. A Designating Party

1 must take care to designate for protection only those parts of material, documents, items, or oral or
2 written communications that qualify – so that other portions of the material, documents, items, or
3 communications for which protection is not warranted are not swept unjustifiably within the ambit of
4 this Order.

5 5.2 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
6 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
7 unnecessarily encumber or retard the case development process or to impose unnecessary expenses
8 and burdens on other parties) may expose the Designating Party to sanctions.

9 5.3 Manner and Timing of Designations. Except as otherwise provided in this Order (*see*,
10 *e.g.*, second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material that
11 qualifies for protection under this Order must be clearly so designated before the material is disclosed
12 or produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (apart from transcripts of depositions or
15 other pretrial or trial proceedings), that the Producing Party affix the legend
16 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” at the top or
17 bottom of each page that contains protected material. If only a portion or portions of the
18 material on a page qualifies for protection, the Producing Party also must clearly identify the
19 protected portion(s) (e.g., by making appropriate markings in the margins).

20 (b) For testimony given in deposition or in other pretrial or trial proceedings, that
21 the Party or non-party designating the testimony as “CONFIDENTIAL” or
22 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” identify on the record at the time when
23 the testimony is being given and when the issue arises that such portions of the testimony
24 qualify as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Only
25 those portions of the testimony that are appropriately designated for protection shall be
26 covered by the provisions of this Protective Order.

27 Transcript pages containing Protected Material must be separately bound by the court
28 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or

1 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” as instructed by the Party or nonparty
2 making the confidentiality designation.

3 (c) For information produced in some form other than documentary, and for any
4 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend
6 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” If only portions
7 of the information or item warrant protection, the Producing Party, to the extent practicable,
8 shall identify the protected portions as Confidential.

9 5.4 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
10 information or items as “Confidential” does not, standing alone, waive the Designating Party’s right
11 to secure protection under this Order for such material. If material is appropriately designated as
12 Confidential within a reasonable period of time after discovering the inadvertent production, on
13 timely notification of the designation, a Receiving Party must make reasonable efforts to assure that
14 the material is treated in accordance with the provisions of this Order.

15 5.5 Inadvertently Produced Privileged Material. The production of material protected by
16 the attorney-client privilege or attorney work product protection or any other privilege or protection
17 from disclosure (“Privileged Material”) is not a waiver of the privilege or protection from discovery
18 in this case or in any other federal or state proceeding. Upon written notification from the Producing
19 Party to the Receiving party identifying disclosed Privileged Material, the receiving party shall not
20 review the disclosed Privileged Material in any respect; shall within seven days return, sequester,
21 delete or destroy all copies of the disclosed Privileged Material (including any and all descriptions of
22 such Privileged Material in any work-product); shall take reasonable steps to retrieve such Privileged
23 Material if the Receiving Party disclosed it before being notified; and shall make no further use of
24 such Privileged Material (or work product containing such Privileged Material).

25 If the Receiving Party receives documents, ESI, or other forms of information from the
26 Producing Party that, upon inspection or review, appears in any respect to contain or constitute
27 potentially Privileged Material, the Receiving Party shall immediately stop review of such
28 information, promptly sequester the potentially Privileged Material, and immediately identify the

1 potentially Privileged Material to the Producing Party.

2 The Receiving Party may object to the designation of disclosed information as Privileged
3 Material by providing written notice of such objection within seven days of its receipt of a written
4 demand for the return of the disclosed Privileged Material. The Parties must meet and confer in
5 good faith in an attempt to resolve any dispute regarding the designation of disclosed information as
6 Privileged Material. If the dispute is not resolved, within thirty (30) days of providing written notice
7 of such objection to the Producing Party, the Receiving Party may ask the Court for an Order
8 removing the designation(s) with respect to the disclosed information. However, the Receiving
9 Party agrees not to argue in connection with a dispute over Privileged Material that the information
10 may not have been reviewed by the Producing Party prior to its disclosure or that the Producing
11 Party did not take reasonable steps to prevent disclosure. Pending resolution of any such dispute by
12 the Court, the receiving party shall not review and shall not use the disclosed Privileged Material in
13 any respect.

14 This Order shall be interpreted to provide the maximum protection allowed by Federal Rule
15 of Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a Party's right to
16 conduct a review and segregation for withholding from production documents, ESI, or information
17 (including metadata) based on relevance or responsiveness to discovery requests, or that is
18 Privileged Material.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 A party shall not be obliged to challenge the propriety of a Confidential designation at
21 the time made, and a failure to do so shall not preclude a subsequent challenge thereto.

22 In the event a party objects to the designation of any material under this Order, the objecting
23 party shall state its objections in writing to counsel for the Designating Party and shall include the
24 specific Documents, Testimony or Information to which each objection pertains, and the specific
25 reasons and support for such objections (the "Designation Objections"). The interested parties shall
26 meet and confer in an attempt to resolve any Designation Objections. If the Designation Objections
27 are not resolved, within 30 days of notification in writing to the Designating Party, the party
28 objecting to the Confidential designation(s) may ask the Court for an Order removing the

1 designation(s) with respect to the challenged Discovery Material, however the burden of persuasion
2 in any such challenge proceeding shall be on the Designating Party.

3 If no such request is made within such timeframe, the material will retain its designation. If
4 the Producing Party agrees to change the designation(s), the Producing Party shall send a written
5 notice of the change in designation(s) to all other parties. Any documents or other materials that
6 have been designated “Confidential” shall be treated in the manner designated until such time as the
7 Court rules that they should not be treated as Confidential or the Producing Party agrees to change
8 the designation.

9 6.2 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
10 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to
11 sanctions.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles

14 A Receiving Party may use Protected Material that is disclosed or produced by another Party
15 or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle
16 this litigation. Protected Material may be disclosed only to the categories of persons and under the
17 conditions described in this Order. When the litigation has been terminated, a Receiving Party must
18 comply with the provisions of section 11, below (FINAL DISPOSITION).

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

21 7.2 Disclosure of “Confidential” Information or Items

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

24 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
25 employees and agents of said Counsel to whom it is reasonably necessary to disclose the
26 information for this litigation;

27 (b) the parties to this action;

1 (c) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
3 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

4 (d) experts (as defined in this Order) of the Receiving Party to whom disclosure is
5 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
6 Protective Agreement” (Exhibit A);

7 (e) the Court and its personnel along with members of the jury;

8 (f) those present during the trial of this matter, including all pre-trial and motion
9 hearings, and during presentation/argument of this evidence unless the Court orders
10 otherwise;

11 (g) Court reporters, their staffs, and professional vendors to whom disclosure is
12 reasonably necessary for this litigation;

13 (h) deponents and/or witnesses to whom counsel for the parties believe in good
14 faith it is necessary, for assistance in their representation in the above-captioned matter, to
15 disclose specific documents, and who have signed the “Agreement to Be Bound by
16 Protective Order” (Exhibit A); provided, however, that this execution requirement is waived
17 where an individual is given Confidential Information in the presence of opposing counsel on
18 the record while testifying as a deponent or in a court of law, so long as the Confidential
19 Information is not retained by the individual after such testimony. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material must be
21 separately bound by the court reporter and may not be disclosed to anyone except as
22 permitted under this Protective Order. All parties recognize that this Protective Order does
23 not operate as a bar, of any kind, to the presentation of evidence at trial and that documents
24 marked as Confidential during the course of discovery and pursuant to this Protective Order
25 may be disclosed and discussed in the public at a trial, provided that each party retains the
26 right to move the Court for an order restricting the presence of members of the public for
27 periods where Confidential information and documents may be discussed, and that nothing
28

1 stated herein shall operate as a bar to the introduction into evidence of information marked as
2 Confidential and/or subject to this Protective Agreement;

3 (i) the author of the document or the original source of the information; and

4 (j) any other person as to whom the parties in writing agree.

5 7.3 Disclosure of “Confidential-Attorneys’ Eyes Only” Information or Items

6 Confidential Information designated as “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
7 pursuant to this Order shall not be disclosed or permitted to be disclosed to any third person or entity
8 except as set forth in subparagraphs (a)-(c). Subject to these requirements, the following categories
9 of persons may be allowed to review Confidential Information designated “CONFIDENTIAL -
10 ATTORNEYS’ EYES ONLY”:

11 (a) Outside counsel of record for the parties (including members or associates of such
12 counsel’s firm) or in-house counsel for the parties;

13 (b) Other persons by written consent of the producing party and on such conditions as
14 may be consented to; and

15 (c) Other persons by order of the Court and on such conditions as may be ordered.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
17 LITIGATION

18 If a Receiving Party is served with a subpoena or an order issued in other litigation that would
19 compel disclosure of any information or items qualifying as Discovery Material, including material
20 designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
21 ONLY,” the Receiving Party must so notify the Designating Party and its counsel, in writing (by
22 email, if possible) immediately and in no event more than three business days after receiving the
23 subpoena or order. Such notification must include a copy of the subpoena or court order. A
24 Receiving Party must also inform the subpoena’s issuer of this Order and provide the subpoena’s
25 issuer with the copy of the Order. After providing notice to the Producing Party, the Receiving Party
26 shall not produce any documents in response to the subpoena or order for seven days. The purpose of
27 imposing these duties is to afford the Producing Party in this case an opportunity to try to protect its
28 confidentiality or other interests in the court in which the subpoena or order issued. The Producing

1 Party shall bear the burdens and the expenses of seeking protection in that court of its material and
2 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in
3 this action to disobey a lawful directive from another court.

4 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
6 Material to any person or in any circumstance not authorized under this Protective Order, the
7 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
8 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the
9 person or persons to whom unauthorized disclosures were made of all the terms of this Agreement,
10 and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
11 Bound” that is attached hereto as Exhibit A.

12 10. FILING PROTECTED MATERIAL

13 This Protective Order does not govern the filing of sealed or redacted documents on the
14 public docket. A Party who seeks to file any redacted document or documents under seal must
15 comply with Local Rules 140 (redaction) and 141 (sealing). The Party seeking the sealing or
16 redaction of the document must move for an order of redaction or sealing. If a Party plans to make a
17 filing that includes material the opposing party has deemed confidential and protected, the filing
18 party shall provide the opposing party with sufficient notice in advance of filing to permit the
19 opposing party an opportunity to seek and sealing or redaction order from the Court.

20 11. FINAL DISPOSITION

21 Counsel for the parties shall assemble and return to each other all documents, material and
22 deposition transcripts designated as Confidential Information and all copies of same in their
23 possession or the possession of their employees and/or agents, as well as all documents created,
24 produced, reproduced, and any notes, transcripts or other written documents derived from
25 Confidential Documents or containing information derived from such Confidential Documents, or
26 shall certify the destruction thereof, unless doing so would violate the Federal Records Act, in which
27 case the Party shall retain such documents and continue to treat such documents as Confidential
28 under the terms of the Protective Order. Notwithstanding this provision, Counsel is entitled to retain

1 an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or
2 attorney work product, even if such materials contain Protected Material. Any such archival copies
3 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 4 (DURATION) above.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
7 its modification by the Court in the future or to compel discovery or seek sanctions from the Court.

8 12.2 Right to Assert Other Objections. Through entry of this Protective Order, no Party
9 waives any right it otherwise would have to use or disclose its own documents or information. No
10 Party waives any right to object to disclosing or producing any information or item on any ground
11 not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground
12 to use in evidence of any of the material covered by this Protective Order.

13 12.3 No Admission. A Party's compliance with the terms of this Protective Order shall
14 not operate as an admission that any document is or is not (a) confidential, (b) privileged, or (c)
15 admissible in evidence at trial.

16 **IT IS SO ORDERED**

17
18 Dated: July 5, 2023


HELENA M. BARCH-KUCHTA
UNITED STATES MAGISTRATE JUDGE