

United States District Court
Eastern District of California

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

V.V.V. & SONS EDIBLE OILS LIMITED

Plaintiff,

v.

MEENAKSHI OVERSEAS LLC

Defendant.

Case No. 2:14-cv-02961-TLN-CKD

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are 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

1 all disclosures or responses to discovery and that the protection it affords from public disclosure
2 and use extends only to the limited information or items that are entitled to confidential treatment
3 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
4 below, that this Stipulated Protective Order does not entitle them to file confidential information
5 under seal; Local Rule 141 sets forth the procedures that must be followed and the standards that
6 will be applied when a party seeks permission from the court to file material under seal.

7 2. DEFINITIONS

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
9 information or items under this Order.

10 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
11 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
12 of Civil Procedure 26(c).

13 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
14 well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or items that it
16 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

18 2.5 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 other things,
20 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
21 responses to discovery in this matter.

22 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
23 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
24 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
25 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or
26 of a Party’s competitor.

27 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
28 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another

1 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
2 less restrictive means.

3 2.8 House Counsel: attorneys who are employees of a party to this action. House
4 Counsel does not include Outside Counsel of Record or any other outside counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
6 entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
8 action but are retained to represent or advise a party to this action and have appeared in this action
9 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

10 2.11 Party: any party to this action, including all of its officers, directors, employees,
11 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
13 Material in this action.

14 2.13 Professional Vendors: persons or entities that provide litigation support services
15 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
16 organizing, storing, or retrieving data in any form or medium) and their employees and
17 subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
19 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only Protected Material
24 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
25 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
27 However, the protections conferred by this Stipulation and Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a

1 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
2 result of publication not involving a violation of this Order, including becoming part of the public
3 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
4 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
5 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
6 use of Protected Material at trial shall be governed by a separate agreement or order.

7 4. DURATION

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

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
17 or Non-Party that designates information or items for protection under this Order must take care to
18 limit any such designation to specific material that qualifies under the appropriate standards. To
19 the extent it is practical to do so, the Designating Party must designate for protection only those
20 parts of material, documents, items, or oral or written communications that qualify – so that other
21 portions of the material, documents, items, or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

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

27 If it comes to a Designating Party's attention that information or items that it designated
28 for protection do not qualify for protection at all or do not qualify for the level of protection

1 initially asserted, that Designating Party must promptly notify all other parties that it is
2 withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
4 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
5 Disclosure or Discovery

6 Material that qualifies for protection under this Order must be clearly so designated before
7 the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents, but
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
11 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY” to each page that contains protected material. If only a portion or portions of the material
13 on a page qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
15 portion, the level of protection being asserted.

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

28 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the

1 Designating Party identify on the record, before the close of the deposition, hearing, or other
2 proceeding, all protected testimony and specify the level of protection being asserted. When it is
3 impractical to identify separately each portion of testimony that is entitled to protection and it
4 appears that substantial portions of the testimony may qualify for protection, the Designating Party
5 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
6 to have up to 21 days to identify the specific portions of the testimony as to which protection is
7 sought and to specify the level of protection being asserted. Only those portions of the testimony
8 that are appropriately designated for protection within the 21 days shall be covered by the
9 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
10 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire
11 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
14 other proceeding to include Protected Material so that the other parties can ensure that only
15 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
16 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
17 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY.”

19 Transcripts containing Protected Material shall have an obvious legend on the title page
20 that the transcript contains Protected Material, and the title page shall be followed by a list of all
21 pages (including line numbers as appropriate) that have been designated as Protected Material and
22 the level of protection being asserted by the Designating Party. The Designating Party shall inform
23 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
24 21-day period for designation shall be treated during that period as if it had been designated
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
26 agreed. After the expiration of that period, the transcript shall be treated only as actually
27 designated.

28 (c) for information produced in some form other than documentary and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
2 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the
4 information or item warrant protection, the Producing Party, to the extent practicable, shall
5 identify the protected portion(s) and specify the level of protection being asserted.

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items does not, standing alone, waive the Designating Party’s
8 right to secure protection under this Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
10 in accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
13 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
15 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
16 challenge a confidentiality designation by electing not to mount a challenge promptly after the
17 original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process by providing written notice of each designation it is challenging and describing the basis
20 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
21 notice must recite that the challenge to confidentiality is being made in accordance with this
22 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
23 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
24 forms of communication are not sufficient) within 14 days of the date of service of notice. In
25 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
26 designation was not proper and must give the Designating Party an opportunity to review the
27 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
28 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of

1 the challenge process only if it has engaged in this meet and confer process first or establishes that
2 the Designating Party is unwilling to participate in the meet and confer process in a timely
3 manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
5 intervention, the Parties must submit the dispute in accordance with Magistrate Judge Delaney’s
6 Informal Telephonic Conferences re Discovery Disputes within 21 days of the initial notice of
7 challenge or within 14 days of the parties agreeing that the meet and confer process will not
8 resolve their dispute, whichever is earlier. Each submission must affirm that the Parties have
9 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by
10 the Designating Party to make such a submission within 21 days (or 14 days, if applicable) shall
11 automatically waive the confidentiality designation for each challenged designation. In addition,
12 the Challenging Party may initiate a submission in accordance with Magistrate Judge Delaney’s
13 Informal Telephonic Conferences re Discovery Disputes challenging a confidentiality designation
14 at any time if there is good cause for doing so, including a challenge to the designation of a
15 deposition transcript or any portions thereof. Any submission brought pursuant to this provision
16 must affirm that the Parties have complied with the meet and confer requirements imposed by the
17 preceding paragraph.

18 The burden of persuasion in any such challenge proceeding shall be on the Designating
19 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
20 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
21 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
22 initiate a submission to retain confidentiality as described above, all parties shall continue to
23 afford the material in question the level of protection to which it is entitled under the Producing
24 Party’s designation until the court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
27 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
28 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to

1 the categories of persons and under the conditions described in this Order. When the litigation has
2 been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
3 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
7 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
10 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
11 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
12 attached hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the Receiving
14 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
17 reasonably necessary for this litigation and who have signed the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, and Professional
21 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
24 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),

25 **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of

26 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
27 separately bound by the court reporter and may not be disclosed to anyone except as permitted
28 under this Stipulated Protective Order.

1 (g) the author or recipient of a document containing the information or a custodian or other
2 person who otherwise possessed or knew the information.

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

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
8 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
9 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
10 attached hereto as Exhibit A;

11 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
12 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
13 and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

14 (c) the court and its personnel;

15 (d) court reporters and their staff, professional jury or trial consultants, and Professional
16 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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

20 7.3 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL
21 – ATTORNEYS’ EYES ONLY” Information or Items to Designated House Counsel or Experts.

22 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party,
23 a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that
24 has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must
25 make a written request to the Designating Party that (1) identifies the general categories of
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
27 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the
28 city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume,

1 and (4) identifies the Expert’s current employer(s)

2 (b) A Party that makes a request and provides the information specified in the preceding
3 respective paragraphs may disclose the subject Protected Material to the identified Designated
4 House Counsel or Expert unless, within 14 days of delivering the request, the Party receives a
5 written objection from the Designating Party. Any such objection must set forth in detail the
6 grounds on which it is based.

7 (c) A Party that receives a timely written objection must meet and confer with the
8 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
9 agreement within seven days of the written objection. If no agreement is reached, the Party
10 seeking to make the disclosure to Designated House Counsel or the Expert may initiate a
11 submission in accordance with Magistrate Judge Delaney’s Informal Telephonic Conferences re
12 Discovery Disputes. Any submission brought pursuant to this provision must affirm that the
13 Parties have complied with the meet and confer requirements imposed by this paragraph.

14 In any such submission, the Party opposing disclosure to Designated House Counsel or the
15 Expert shall bear the burden of proving that the risk of harm that the disclosure would entail
16 (under the safeguards proposed) outweighs the Receiving Party’s need to disclose the Protected
17 Material to its Designated House Counsel or Expert.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
19 LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation that compels
21 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
24 of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
26 other litigation that some or all of the material covered by the subpoena or order is subject to this
27 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by the

1 Designating Party whose Protected Material may be affected.

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

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

12 (a) The terms of this Order are applicable to information produced by a Non-Party in
13 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with
15 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
16 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
18 Party’s confidential information in its possession, and the Party is subject to an agreement with the
19 Non-Party not to produce the Non-Party’s confidential 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 with a Non-
22 Party;

23 2. promptly provide the Non-Party with a copy of the Stipulated Protective
24 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
25 the information requested; and

26 3. make the information requested available for inspection by the Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may produce the

1 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
2 seeks a protective order, the Receiving Party shall not produce any information in its possession or
3 control that is subject to the confidentiality agreement with the Non-Party before a determination
4 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
5 of seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
15 MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently
17 produced material is subject to a claim of privilege or other protection, the obligations of the
18 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
19 provision is not intended to modify whatever procedure may be established in an e-discovery order
20 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
22 communication or information covered by the attorney-client privilege or work product protection,
23 the parties may incorporate their agreement in the stipulated protective order submitted to the
24 court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
27 seek its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective

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

5 12.3 Filing Protected Material. Without written permission from the Designating Party
6 or a court order secured after appropriate notice to all interested persons, a Party may not file in
7 the public record in this action any Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
9 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
10 Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the
11 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
12 protection under the law. If a Receiving Party's request to file Protected Material under seal
13 pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the Protected
14 Material in the public record unless otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
17 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
18 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
19 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
20 the Protected Material is returned or destroyed, the Receiving Party must submit a written
21 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
22 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
23 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
24 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any
25 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
26 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
27 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
28 consultant and expert work product, even if such materials contain Protected Material. Any such

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archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).


IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: _____
Kenneth C. Brooks
Law Office of Kenneth C. Brooks
Attorney for Plaintiff

DATED: _____
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: July 15, 2022



CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

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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 Eastern District of California on [date] in the case of V.V.V. & SONS
EDIBLE OILS LIMITED v. MEENAKSHI OVERSEAS LLC, Case No. 2:14-cv-02961-TLN-
CKD. 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 Eastern 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: _____
[printed name]

Signature: _____
[signature]