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15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

18 STORZ MANAGEMENT COMPANY, a
 California Corporation, and STORZ
 19 REALTY, INC.,

No. 2:18-cv-00068-TLN-DB

STIPULATED PROTECTIVE ORDER

20 Plaintiffs,

21 vs.

22 ANDREW CAREY, an individual, and
 23 MARK WEINER, an individual,

24 Defendants.

25 AND RELATED COUNTERCLAIMS
 26



1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting and/or defending this litigation
5 may be warranted. Accordingly, the Parties hereby stipulate to and request the Court to enter the
6 following Stipulated Protective Order. The Parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are entitled to
9 confidential treatment under the applicable legal principles. The Parties further acknowledge, as
10 set forth in Section 12.4, below, that this Stipulated Protective Order does not entitle them to file
11 confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be
12 followed and the standards that will be applied when a party seeks permission from the court to
13 file material under seal.

14 **2. DEFINITIONS**

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
19 of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
21 well as their support staff).

22 2.4 INTENTIONALLY OMITTED.

23 2.5 Designating Party: a Party or Non-Party that designates information or items that it
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of the
27 medium or manner in which it is generated, stored, or maintained (including, among other things,

1 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
2 responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
4 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
5 a consultant in this action, (2) is not a past or current employee, officer and/or trustee/director of a
6 Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to become an
7 employee, officer and/or trustee/director of a Party or of a Party's competitor.

8 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
9 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
10 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
11 less restrictive means.

12 2.9 House Counsel: attorneys who are employees of a party to this action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
15 entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
17 action but are retained to represent or advise a party to this action and have appeared in this action
18 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

19 2.12 Party: any party to this action, including all of its officers, directors/trustees,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
22 Material in this action.

23 2.14 Professional Vendors: persons or entities that provide litigation support services
24 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
25 organizing, storing, or retrieving data in any form or medium) and their employees and
26 subcontractors.

27 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
28

1 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2
3 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 **3. SCOPE**

6 The protections conferred by this Stipulation and Order cover not only Protected Material
7 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
8 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
9 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
10 However, the protections conferred by this Stipulation and Order do not cover the following
11 information: (a) any information that is in the public domain at the time of disclosure to a
12 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
13 result of publication not involving a violation of this Order, including becoming part of the public
14 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
15 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
16 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
17 use of Protected Material at trial shall be governed by a separate agreement or order.

18 **4. DURATION**

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

26 **5. DESIGNATING PROTECTED MATERIAL**

27 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party

1 or Non-Party that designates information or items for protection under this Order must take care to
2 limit any such designation to specific material that qualifies under the appropriate standards. The
3 Designating Party must designate for protection only those parts of material, documents, items, or
4 oral or written communications that qualify – so that other portions of the material, documents,
5 items, or communications for which protection is not warranted are not swept unjustifiably within
6 the ambit of this Order.

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

11 If it comes to a Designating Party’s attention that information or items that it designated
12 for protection do not qualify for protection, that Designating Party must promptly notify all other
13 Parties that it is withdrawing the mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
15 (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
16 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
17 designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents, but
20 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
21 affix the legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” to each page that contains protected material. If only a portion or portions of the material
23 on a page qualifies for protection, the Producing Party also must clearly identify the protected
24 portion(s) (*e.g.*, by making appropriate markings in the margins).

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

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1 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions thereof,
4 qualify for protection under this Order. Then, before producing the specified documents, the
5 Producing Party must affix appropriate legend (“CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected
7 Material. If only a portion or portions of the material on a page qualifies for protection, the
8 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
9 markings in the margins).

10 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
11 Designating Party identify on the record, before the close of the deposition, hearing, or other
12 proceeding, all protected testimony and specify the level of protection being asserted. When it is
13 impractical to identify separately each portion of testimony that is entitled to protection and it
14 appears that substantial portions of the testimony may qualify for protection, the Designating Party
15 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
16 to have up to 21 days to identify the specific portions of the testimony as to which protection is
17 sought and to specify the level of protection being asserted. Only those portions of the testimony
18 that are appropriately designated for protection within the 21 days shall be covered by the
19 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
20 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire
21 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

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

2 Transcripts containing Protected Material shall have an obvious legend on the title page
3 that the transcript contains Protected Material, and the title page shall be followed by a list of all
4 pages (including line numbers as appropriate) that have been designated as Protected Material and
5 the level of protection being asserted by the Designating Party. The Designating Party shall inform
6 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
7 21-day period for designation shall be treated during that period as if it had been designated
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
9 agreed. After the expiration of that period, the transcript shall be treated only as actually
10 designated.

11 (c) for information produced in some form other than documentary and for any other
12 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
13 or containers in which the information or item is stored the legend “CONFIDENTIAL,”
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
15 the information or item warrant protection, the Producing Party, to the extent practicable, shall
16 identify the protected portion(s) and specify the level of protection being asserted.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
21 in accordance with the provisions of this Order.

22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
24 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
25 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
26 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
27 challenge a confidentiality designation by electing not to mount a challenge promptly after the

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1 original designation is disclosed.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
3 process by providing written notice of each designation it is challenging and describing the basis
4 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
5 notice must recite that the challenge to confidentiality is being made in accordance with this
6 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
7 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
8 forms of communication are not sufficient) within 14 days of the date of service of notice. In
9 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
10 designation was not proper and must give the Designating Party an opportunity to review the
11 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
12 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
13 the challenge process only if it has engaged in this meet and confer process first or establishes that
14 the Designating Party is unwilling to participate in the meet and confer process in a timely
15 manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
17 intervention, the Designating Party shall file and serve a motion in compliance with Civil Local
18 Rule 141.1 within 21 days of the initial notice of challenge or within 14 days of the parties
19 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.¹
20 Each such motion must be accompanied by a competent declaration affirming that the movant has
21 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by
22 the Designating Party to make such a motion including the required declaration within 21 days (or
23 14 days, if applicable) shall automatically waive the confidentiality designation for each
24 challenged designation. In addition, the Challenging Party may file a motion challenging a

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26 ¹ If the Challenging Party has previously made at least two unsuccessful challenges to a designation in accordance
27 with section 6.3, the Challenging Party will thereafter be responsible for initiating a motion to resolve the dispute over
28 future designations. The burden of persuasion would remain on the Designating Party.

1 confidentiality designation at any time if there is good cause for doing so, including a challenge to
2 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
3 this provision must be accompanied by a competent declaration affirming that the movant has
4 complied with the meet and confer requirements imposed by the preceding paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the Designating
6 Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
8 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
9 file a motion to retain confidentiality as described above, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled under the Producing Party's
11 designation until the court rules on the challenge.

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
14 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
15 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
16 the categories of persons and under the conditions described in this Order. When the litigation has
17 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
18 DISPOSITION).

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

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
22 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
23 information or item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees
25 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
26 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
27 attached hereto as Exhibit A;

1 (b) the Receiving Party (if an individual) or the officers, directors, and employees
2 (including House Counsel) of the Receiving Party (if an entity) to whom disclosure is reasonably
3 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A);

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

8 (d) the court and its personnel;

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

12 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
13 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
14 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
16 bound by the court reporter and may not be disclosed to anyone except as permitted under this
17 Stipulated Protective Order.

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

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
22 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

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

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1 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
2 litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
3 A);

4 (c) the court and its personnel;

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

8
9 (e) the author or recipient of a document containing the information or a custodian or other
10 person who otherwise possessed or knew the information.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
12 **OTHER LITIGATION**

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

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with the subpoena
24 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
25 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the
26 court from which the subpoena or order issued, unless the Party has obtained the Designating
27 Party’s permission. The Designating Party shall bear the burden and expense of seeking protection

1 in that court of its confidential material – and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
3 another court.

4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
5 **PRODUCED IN THIS LITIGATION**

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

11 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
12 Party’s confidential information in its possession, and the Party is subject to an agreement with the
13 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

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

19 (3) make the information requested available for inspection by the Non-Party.

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

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

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

8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
9 **PROTECTED MATERIAL**

10 When a Producing Party gives notice to Receiving Parties that certain inadvertently
11 produced material is subject to a claim of privilege or other protection, the obligations of the
12 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
13 provision is not intended to modify whatever procedure may be established in an e-discovery order
14 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
16 communication or information covered by the attorney-client privilege or work product protection,
17 the parties may incorporate their agreement in the stipulated protective order submitted to the
18 court.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
21 seek its modification by the court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
23 Order, no Party waives any right it otherwise would have to object to disclosing or producing any
24 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
25 Party waives any right to object on any ground to use in evidence of any of the material covered
26 by this Protective Order.

27 12.3 INTENTIONALLY OMITTED

1 12.4 Filing Protected Material. Without written permission from the Designating Party
2 or a court order secured after appropriate notice to all interested persons, a Party may not file in
3 the public record in this action any Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
6 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing
7 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
8 to protection under the law.

9 **13. FINAL DISPOSITION**

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

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1 the requested duration, the identity, by name or category, of persons to be permitted access to the
2 document, and all relevant information.” L.R. 141(b).

3 3. A request to seal material must normally meet the high threshold of showing that
4 “compelling reasons” support secrecy; however, where the material is, at most, “tangentially
5 related” to the merits of a case, the request to seal may be granted on a showing of “good cause.”
6 Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana
7 v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

8 4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of
9 certain documents, at any court hearing or trial – such determinations will only be made by the
10 court at the hearing or trial, or upon an appropriate motion.

11 5. With respect to motions regarding any disputes concerning this protective order which
12 the parties cannot informally resolve, the parties shall follow the procedures outlined in Local
13 Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex
14 parte basis or on shortened time.

15 6. The parties may not modify the terms of this Protective Order without the court’s
16 approval. If the parties agree to a potential modification, they shall submit a stipulation and
17 proposed order for the court’s consideration.

18 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement
19 of the terms of this Protective Order after the action is terminated.

20 8. Any provision in the parties’ stipulation that is in conflict with anything in this order is
21 hereby DISAPPROVED.

22 DATED: May 11, 2018

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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