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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

11 ASHLEY HALE individually, and on
 12 behalf of other members of the general
 public similarly situated,

13 Plaintiff,

14 vs.

15 MANNA PRO PRODUCTS, LLC;
 16 DOES 1-10, INCLUSIVE,

17 Defendant.
 18

No. 2:18-cv-00209-KJM-DB

**STIPULATED PROTECTIVE
 ORDER**

19 This Stipulation Requesting Entry of Protective Order Re Confidential Documents (the
 20 “Stipulation”) is made by and between Plaintiff Ashley Hale (“Plaintiff”), Defendant Manna Pro
 21 Products, LLC, (“Defendant”) and Animal Health International, Inc. (“Animal Health
 22 International”) (collectively, “the Parties,” or “Party” in the singular), through their respective
 23 counsel of record.

24 IT IS HEREBY AGREED that the following procedures shall govern the inspection, use
 25 and/or disclosure of confidential, proprietary and/or trade secret information belonging to Animal
 26 Health International, its vendors, and/or customers, that is produced by Animal Health International
 27 in connection with the above-captioned action or already in Plaintiff’s possession.
 28

1 1. The Confidential Documents shall be stamped with a legend stating: “Confidential
2 Document Subject to Protective Order.” The Confidential Documents shall be treated as
3 confidential by the Parties and shall be used solely to obtain approval of the class action settlement,
4 and to notify identified members of the proposed class of the settlement in the above-captioned
5 action. The Confidential Documents, or any information about the Confidential Documents, shall
6 not be disclosed in any form by the Parties or their counsel, except to (a) witnesses during their
7 testimony at deposition and/or at arbitration, who shall first be required to sign this Stipulation and
8 agree to be bound by it; (b) the Parties’ retained experts who shall first be required to sign this
9 Stipulation and agree to be bound by it; (c) the Settlement Administrator for purposes of
10 administering and finalizing the class settlement in this matter, and (d) the Court, court personnel,
11 and the court reporter and videographer (if any) present at any hearing, deposition, or arbitration;

12 2. The Confidential Documents, or any references thereto in any memorandum, brief,
13 transcript, or other filing, which reveal the content of the Confidential Documents, shall not be filed
14 with any Court or public agency unless filed under seal, as permitted by the Court;

15 3. No copies, extracts or summaries of the Confidential Documents shall be made
16 except by or on behalf of counsel for the Parties for the purposes set forth in paragraph 1 above.
17 All such copies, extracts or summaries derived from the Confidential Documents shall be
18 designated and treated as confidential material, and none shall be delivered, exhibited or disclosed
19 to any person except as necessary in accordance with the terms of and for the purposes set forth in
20 paragraph 1 above;

21 4. Within ninety (90) days after the final disposition of the above-captioned action, all
22 copies of the Confidential Documents, and any copies, extracts, summaries or notes made thereof
23 which reveal the contents of the Confidential Documents, shall be delivered to counsel for the
24 Parties or destroyed. Within that same time period, counsel for the Parties shall affirm in writing
25 to counsel that all such documents (including, without limitation, any copies, extracts or summaries
26 thereof) have been returned or destroyed as provided herein;

27 5. The Court will be requested to enter a Protective Order requiring the Parties to abide
28 by this Stipulation; and

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6. Even if the Court declines to enter a Protective Order as requested, the parties, their counsel and their experts shall remain contractually bound by this Stipulation and will abide by its terms and conditions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: __11/14/19__

LAW OFFICE OF TODD M. FRIEDMAN
P.C.

By: /s/ Todd M. Friedman

Todd M. Friedman
Meghan E. George
Attorneys for Plaintiff

Dated: __10/18/19__

ARMSTRONG TEASDALE LLP

By: /s/ Laura Bentele

Laura Bentele
Attorneys for Defendant
MANNA PRO PRODUCTS, LLC

Dated: __10/18/19__

ANIMAL HEALTH INTERNATIONAL,
INC.

By: /s/ Joel Funk

Joel Funk, Colorado Bar #017813
Associate General Counsel
Attorneys for Animal Health International,
Inc.

1 **ORDER**

2 Pursuant to the parties’ stipulation, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED THAT:

4 1. Requests to seal documents shall be made by motion before the same judge who will
5 decide the matter related to that request to seal.

6 2. The designation of documents (including transcripts of testimony) as confidential
7 pursuant to this order does not automatically entitle the parties to file such a document with the
8 court under seal. Parties are advised that any request to seal documents in this district is governed
9 by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a
10 written order of the court after a specific request to seal has been made. L.R. 141(a). However, a
11 mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires
12 that “[t]he ‘Request to Seal Documents’ shall set forth the statutory or other authority for sealing,
13 the requested duration, the identity, by name or category, of persons to be permitted access to the
14 document, and all relevant information.” L.R. 141(b).

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

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

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

27 6. The parties may not modify the terms of this Protective Order without the court’s
28 approval. If the parties agree to a potential modification, they shall submit a stipulation and

1 proposed order for the court's consideration.

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

4 8. Any provision in the parties' stipulation that is in conflict with anything in this order is
5 hereby DISAPPROVED.

6 DATED: December 18, 2019

/s/ DEBORAH BARNES
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 Court on _____
[date] in the case of Hale v. Manna Pro Products, et. al., Case No. 2:18-cv-00209-KJM-DB. 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
above referenced court for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of _____
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____