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8 METHODE ELECTRONICS, INC.

9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA

11 WILLIAM FREED, ) No. 2:20-cv-2362 WBS DB  
12 )  
13 Plaintiff, )  
14 vs. ) **STIPULATED PROTECTIVE**  
15 ) **ORDER AND FIRST LOOK**  
16 ) **AGREEMENT**  
17 METHODE ELECTRONICS, INC., and DOES 1 to )  
18 50, inclusive, )  
19 Defendants. )

20 1. A. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential, proprietary, or private  
22 information for which special protection from public disclosure and from use for any purpose other  
23 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
24 petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that  
25 this Order does not confer blanket protections on all disclosures or responses to discovery and that  
26 the protection it affords from public disclosure and use extends only to the limited information or  
27 items that are entitled to confidential treatment under the applicable legal principles. The parties  
28 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
not entitle them to file confidential information under seal; Fed. R. Civ. P. 5.2, 7, and 26, as well as  
U.S. Dist. Ct., E.D.Cal. L.R. 141, 141.1, 143, and 251 set forth the procedures that must be followed

1 and the standards that will be applied when a party seeks permission from the court to file material  
2 under seal.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, commercial, financial, technical, confidential  
5 and/or other proprietary information of defendant Methode Electronics, Inc. (“Defendant”) for which  
6 special protection from public disclosure and from use for any purpose other than prosecution of this  
7 action is warranted. Such confidential and proprietary materials and information consist of, among  
8 other things, confidential business or financial information, information regarding confidential  
9 business practices, operational and other information that if disclosed to competitors could impact  
10 the competitive edge that Defendant maintains in the marketplace, or other commercial and sensitive  
11 information (including information implicating privacy rights of third parties), information otherwise  
12 generally unavailable to the public, or which may be privileged or otherwise protected from  
13 disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly,  
14 to expedite the flow of information, to facilitate the prompt resolution of disputes over  
15 confidentiality of discovery materials, to adequately protect information the parties are entitled to  
16 keep confidential, to ensure that the parties are permitted reasonably necessary uses of such  
17 materials in preparation for and in the conduct of trial, to address their handling at the end of the  
18 litigation, and serve the ends of justice, a protective order for such information is justified in this  
19 matter. It is the intent of the parties that information will not be designated as confidential for  
20 tactical reasons and that nothing be so designated without a good faith belief that it has been  
21 maintained in a confidential, non-public manner, and there is good cause why it should not be part of  
22 the public record of this case.

23 2. DEFINITIONS

24 2.1. Action: this pending action, *William Freed v. Methode Electronics, Inc., et al.*, United  
25 States District Court for the Eastern District of California, Case No. 2:20-cv-02362-WBS-DB.

26 2.2. Challenging Party: a Party or Non-Party that challenges the designation of  
27 information or items under this Order.

28 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is

1 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
2 Civil Procedure 26(c), and as specified above in the Good Cause Statement.

3 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their support  
4 staff).

5 2.5. Designating Party: a Party or Non-Party that designates information or items that it  
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 2.6. Disclosure or Discovery Material: all items or information, regardless of the medium  
8 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
9 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
10 discovery in this matter.

11 2.7. Expert: a person with specialized knowledge or experience in a matter pertinent to the  
12 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
13 consultant in this Action.

14 2.8. House Counsel: attorneys who are employees of a party to this Action. House  
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.9. Non-Party: any natural person, partnership, corporation, association, or other legal  
17 entity not named as a Party to this action.

18 2.10. Outside Counsel of Record: attorneys who are not employees of a party to this Action  
19 but are retained to represent or advise a party to this Action and have appeared in this Action on  
20 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and  
21 includes support staff.

22 2.11. Party: any party to this Action, including all of its officers, directors, employees,  
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
25 Material in this Action.

26 2.13. Professional Vendors: persons or entities that provide litigation support services (e.g.,  
27 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
28 storing, or retrieving data in any form or medium) and their employees and subcontractors.

1           2.14. Protected Material: any Disclosure or Discovery Material that is designated as  
2 “CONFIDENTIAL.”

3           2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
4 Producing Party.

5           3.       SCOPE

6           The protections conferred by this Stipulated Protective Order cover not only Protected  
7 Material (as defined above), but also (1) any information copied or extracted from Protected  
8 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
9 testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected  
10 Material.

11           Any use of Protected Material at trial shall be governed by the orders of the trial judge. This  
12 Order does not govern the use of Protected Material at trial.

13           4.       DURATION

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

20           5.       DESIGNATING PROTECTED MATERIAL

21           5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
22 Non-Party that designates information or items for protection under this Order must take care to  
23 limit any such designation to specific material that qualifies under the appropriate standards. The  
24 Designating Party must designate for protection only those parts of material, documents, items, or  
25 oral or written communications that qualify so that other portions of the material, documents,  
26 items, or communications for which protection is not warranted are not swept unjustifiably within  
27 the ambit of this Order.

28           Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown

1 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
2 encumber the case development process or to impose unnecessary expenses and burdens on other  
3 parties) may expose the Designating Party to sanctions.

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

7 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
8 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
9 Discovery Material that qualifies for protection under this Order must be clearly so designated  
10 before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents, but  
13 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
14 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to  
15 each page that contains protected material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
17 by making appropriate markings in the margins).

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

28 For all Disclosures or Discovery Materials that were produced prior to the entry of this

1 Stipulated Protective Order, a Designating Party has thirty (30) days from the date of entry of this  
2 Stipulated Protective Order to notify a Receiving Party of such designation and to re-produce such  
3 materials with any necessary “CONFIDENTIAL” marking.

4 (b) for testimony given in depositions, that the Designating Party identify the Disclosure  
5 or Discovery Material on the record before the close of the deposition.

6 (c) for information produced in some form other than documentary and for any other  
7 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
8 containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or  
9 portions of the information warrants protection, the Producing Party, to the extent practicable, shall  
10 identify the protected portion(s).

11 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
12 designate qualified information or items does not, standing alone, waive the Designating Party’s  
13 right to secure protection under this Order for such material. Upon timely correction of a  
14 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in  
15 accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
18 confidentiality at any time prior to the first day of trial of the matter. Unless a prompt challenge to a  
19 Designating Party’s confidentiality designation is necessary to avoid foreseeable substantial  
20 unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation,  
21 a Party does not waive its right to challenge a confidentiality designation by electing not to mount a  
22 challenge promptly after the original designation is disclosed.

23 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
24 by providing written notice of each designation it is challenging and describing the basis for each  
25 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
26 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
27 of the Stipulated Protective Order. The parties shall attempt to resolve each challenge in good faith  
28 and must begin the process by conferring directly (in voice to voice dialogue; other forms of

1 communication are not sufficient) within 14 days of the date of service of notice. In conferring, the  
2 Challenging Party must explain the basis for its belief that the confidentiality designation was not  
3 proper and must give the Designating Party an opportunity to review the designated material, to  
4 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the  
5 chosen designation. A Challenging Party may proceed to the next stage of the challenge process only  
6 if it has engaged in this meet and confer process first or establishes that the Designating Party is  
7 unwilling to participate in the meet and confer process in a timely manner.

8           6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court  
9 intervention, the Challenging Party shall file and serve a motion to remove confidentiality under  
10 Eastern District Local Rule 230 and 251 (and in compliance with Eastern District Local Rules 141  
11 and 141.1, if applicable) within 14 days of the parties agreeing that the meet and confer process will  
12 not resolve their dispute, or by the first day of trial of this matter, whichever date is earlier, unless  
13 the parties agree in writing to a longer time. Each such motion must be accompanied by a competent  
14 declaration affirming that the movant has complied with the meet and confer requirements imposed  
15 in the preceding paragraph. In addition, the Challenging Party may file a motion challenging a  
16 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
17 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
18 this provision must be accompanied by a competent declaration affirming that the movant has  
19 complied with the meet and confer requirements imposed by the preceding paragraph.

20           6.4. The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
22 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
23 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all  
24 parties shall continue to afford the material in question the level of protection to which it is entitled  
25 under the Producing Party’s designation until the Court rules on the challenge.

26           6.5. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a Designating  
27 Party may remove Protected Material/Confidential Documents from some or all of the protections  
28 and provisions of this Stipulated Protective Order at any time by any of the following methods:

1           A.    Express Written Withdrawal.    A Designating Party may withdraw a  
2 “CONFIDENTIAL” Designation made to any specified Protected Material/Confidential Documents  
3 from some or all of the protections of this Stipulated Protective Order by an express withdrawal in a  
4 writing signed by such Party (or such Party’s Counsel, but not including staff of such Counsel) that  
5 specifies and itemizes the Disclosure or Discovery Material previously designated as Protected  
6 Material/Confidential Documents that shall no longer be subject to all or some of the provisions of  
7 this Stipulated Protective Order. Such express withdrawal shall be effective when transmitted or  
8 served upon the Receiving Party. If a Designating Party is withdrawing Protected Material from only  
9 some of the provisions/protections of this Stipulated Protective Order, such Party must state which  
10 specific provisions are no longer to be enforced as to the specified material for which confidentiality  
11 protection hereunder is withdrawn: otherwise, such withdrawal shall be construed as a withdrawal of  
12 such material from all of the protections/provisions of this Stipulated Protective Order.

13           B.    Express Withdrawal on the Record.    A Designating Party may withdraw a  
14 “CONFIDENTIAL” designation made to any specified Protected Material/Confidential Documents  
15 from all of the provisions/protections of this Stipulated Protective Order by verbally consenting in  
16 court proceedings on the record to such withdrawal – provided that such withdrawal specifies the  
17 Disclosure or Discovery Material previously designated as Protected Material/Confidential  
18 Documents that shall no longer be subject to any of the provisions of this Stipulated Protective Order.  
19 A Designating Party is not permitted to withdraw Protected Material from only some of the  
20 protections/provisions of this Stipulated Protective Order by this method.

21           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

22           7.1.   Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
23 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,  
24 defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the  
25 categories of persons and under the conditions described in this Order. When the Action has been  
26 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION).  
28

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

3 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by  
4 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
5 information or item designated “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees  
7 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
8 this Action;

9 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
10 Party to whom disclosure is reasonably necessary for this Action;

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
17 disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and  
18 Agreement to Be Bound” (Exhibit A);

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

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
22 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness  
23 sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
24 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”  
25 (Exhibit A), 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 may be  
27 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
28 this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed  
2 upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party  
7 must:

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

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

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

15 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
16 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
17 before a determination by the court from which the subpoena or order issued, unless the Party has  
18 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
19 expense of seeking protection in that court of its confidential material and nothing in these  
20 provisions should be construed as authorizing or encouraging a Receiving Party in this Action to  
21 disobey a lawful directive from another court.

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

24 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
25 Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
26 connection with this litigation is protected by the remedies and relief provided by this Order.  
27 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional  
28 protections.

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

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

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

9 (3) make the information requested available for inspection by the Non-Party, if  
10 requested.

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

18 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
27 PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced

1 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties  
2 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to  
3 modify whatever procedure may be established in an e-discovery order that provides for production  
4 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
5 parties reach an agreement on the effect of disclosure of a communication or information covered by  
6 the attorney-client privilege or work product protection, the parties may incorporate their agreement  
7 in the stipulated protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
10 its modification by the Court in the future.

11 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
12 no Party waives any right it otherwise would have to object to disclosing or producing any  
13 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
14 Party waives any right to object on any ground to use in evidence of any of the material covered by  
15 this Protective Order.

16 12.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material  
17 must comply with Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., E.D.Cal. L.R. 141, 141.1,  
18 143, and 251. Protected Material may only be filed under seal pursuant to a court order authorizing  
19 the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material  
20 under seal is denied by the court, then the Receiving Party may file the information in the public  
21 record unless otherwise instructed by the court. If a Receiving Party intends to file Protected  
22 Material, that Party must notify the Designating Party of the material(s) that it intends to submit to  
23 the Court no less than fourteen (14) days prior to any such filing so that the Designating Party has  
24 sufficient time to seek a sealing Order pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist.  
25 Ct., E.D.Cal. L.R. 141, 141.1, 143, and 251.

26 13. FINAL DISPOSITION

27 13.1. After the final disposition of this Action, within 60 days of a written request by the  
28 Designating Party, each Receiving Party must return all Protected Material to the Producing Party or

1 destroy such material. As used in this subdivision, “all Protected Material” includes all copies,  
2 abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
3 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
4 must submit a written certification to the Producing Party (and, if not the same person or entity, to  
5 the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all  
6 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
7 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing  
8 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
9 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
10 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
11 consultant and expert work product, even if such materials contain Protected Material. Any such  
12 archival copies that contain or constitute Protected Material remain subject to this Protective Order  
13 as set forth in Section 4 (DURATION).

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

16 15. FIRST LOOK AGREEMENT

17 15.1. In addition to the terms of this Stipulated Protective Order, the Parties have also  
18 agreed to a specific procedure for the handling of medical records for plaintiff William Freed  
19 (“Plaintiff”) sought from Non-Parties in this matter.

20 15.2. All medical records of Plaintiff that have been subpoenaed from Non-Parties shall be  
21 delivered first to Counsel for Plaintiff, regardless of the Party who issued the subpoena to the Non-  
22 Party. Plaintiff shall have fourteen (14) calendar days from the date on which the subpoenaed  
23 records first become available to review. By the expiration of those fourteen (14) days, Plaintiff  
24 shall notify Defendant of the pages that Plaintiff believes are irrelevant or private and should be  
25 withheld from production. All records not identified by Plaintiff shall be produced to Defendant by  
26 that time.

27 15.3. For all pages that Plaintiff has identified as irrelevant or private, Plaintiff shall permit  
28 Defendant’s Counsel and any of Defendant’s Experts to review those materials via an electronic

1 screen sharing method, e.g., Zoom, Teams, etc. This screen sharing process shall occur within  
2 fourteen (14) days of Plaintiff's notice to Defendant or upon a schedule otherwise agreed to by  
3 Counsel for the Parties. Additionally, if both Parties agree, Plaintiff's Counsel shall e-mail a copy of  
4 the full records to Defendant's Counsel for review. Aside from transmission to any of Defendant's  
5 Experts, Defendant's Counsel shall not transmit, save or print copies of the materials. Following  
6 completion of review by Defendant's Counsel and any of Defendant's Experts, Defendant's Counsel  
7 shall cause all transmitted materials to be deleted. Defendant's Counsel shall confirm such deletion  
8 to Plaintiff's Counsel in writing.

9 15.4. In the event the Parties reach an impasse regarding the relevance and discoverability  
10 of the pages Plaintiff seeks to withhold, Plaintiff shall have twenty-one (21) calendar days from that  
11 date to seek a protective order from this Court to withhold those materials. Such pages shall be  
12 withheld until the Court issues a ruling on Plaintiff's request. Plaintiff's failure to timely seek a  
13 protective order shall be deemed a withdrawal of any such objections, resulting in the immediate  
14 production of all pages of subpoenaed records.

15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16  
17 Dated: January 5, 2022

DE LA PENA & HOLIDAY LLP

18  
19 By: /s/ Terry Finck  
Terry Finck  
Attorneys for Plaintiff  
WILLIAM FREED.

20  
21  
22  
23 Dated: January 5, 2022

LOCKE LORD LLP

24 By: /s/ Jordon R. Ferguson  
Kevin D. Kelly  
Jordon R. Ferguson  
Attorneys for Defendant  
METHODE ELECTRONICS, INC.

**ORDER**

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

IT IS FURTHER ORDERED THAT:

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

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

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

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

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

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

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

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

DATED: January 7, 2022

/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 United States District Court for the Eastern District of California on \_\_\_\_\_, 2022, in the case of *William Freed v. Methode Electronics, Inc., et al.*, United States District Court for the Eastern District of California, Case No. 2:20-cv-02362-WBS-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 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: \_\_\_\_\_

Signature: \_\_\_\_\_