



1 their advantage were it made public. In some cases, disclosure of this type of evidence could breach  
2 confidentiality agreements or violate privacy or consumer protection laws.

3 Accordingly, Plaintiff VITAL DISTRIBUTIONS, LLC (“Plaintiff”) and Defendant  
4 PEPPERIDGE FARM, INCORPORATED (“Defendant”) (collectively, the “Parties”) seek a  
5 Stipulated Protective Order pursuant to Local Rule 141.1(c)(3) as opposed to entering into a private  
6 agreement, because the proposed Order provides mechanisms for the resolution of disputes and the  
7 handling of designated evidence that involve the Court. Therefore, to expedite the flow of  
8 information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
9 to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties  
10 are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial,  
11 to address their handling at the end of the litigation, and to serve the ends of justice, there is good  
12 cause for a protective order for such information. It is the intent of the Parties that information will  
13 not be designated as confidential for tactical reasons and that nothing be so designated without a good  
14 faith belief that it has been maintained in a confidential, non-public manner, and there is good cause  
15 why it should not be part of the public record of this case.

16 Therefore, the Parties hereby stipulate to and petition the Court to enter the following  
17 Stipulated Protective Order (“Protective Order”). The Parties have agreed to be bound by the terms of  
18 this Protective Order.

19 STIPULATED PROTECTIVE ORDER

20  
21 1. PURPOSES AND LIMITATIONS.

22 Disclosure and discovery activity in this action are likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public disclosure and from use  
24 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties  
25 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
26 parties acknowledge that this Order does not confer blanket protections on all disclosures or responses  
27 to discovery and that the protection it affords from public disclosure and use extends only to the  
28 limited information or items that are entitled to confidential treatment under the applicable legal

1 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
2 Protective Order does not entitle them to file confidential information under seal; Local Rule 141 sets  
3 forth the procedures that must be followed and the standards that will be applied when a party seeks  
4 permission from the court to file material under seal.

5 2. DEFINITIONS.

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information  
7 or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
9 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
10 Civil Procedure 26(c).

11 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
14 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or  
16 manner in which it is generated, stored, or maintained (including, among other things, testimony,  
17 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery  
18 in this matter.

19 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
20 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant  
21 in this action.

22 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel  
23 does not include Outside Counsel of Record or any other outside counsel.

24 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity  
25 not named as a Party to this action.

26 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but  
27 are retained to represent or advise a party to this action and have appeared in this action on behalf of that  
28 party or are affiliated with a law firm which has appeared on behalf of that party.

1           2.10 Party: any party to this action, including all of its officers, directors, employees,  
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3           2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in  
4 this action.

5           2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
6 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or  
7 retrieving data in any form or medium) and their employees and subcontractors.

8           2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
9 “CONFIDENTIAL.”

10          2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.

12 3.       SCOPE.

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

17 However, the protections conferred by this Protective Order do not cover the following information:

18 (a) any information that is in the public domain at the time of disclosure to a Receiving Party or  
19 becomes part of the public domain after its disclosure to a Receiving Party as a result of publication  
20 not involving a violation of this Order, including becoming part of the public record through trial or  
21 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by  
22 the Receiving Party after the disclosure from a source who obtained the information lawfully and  
23 under no obligation of confidentiality to the Designating Party. This Protective Order shall not  
24 prohibit or limit the use of Protected Material at trial, unless governed by a separate agreement or  
25 order.

26 4.       DURATION.

27           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
28 Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court

1 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
2 and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
3 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
4 including the time limits for filing any motions or applications for extension of time pursuant to  
5 applicable law.

6 5. DESIGNATING PROTECTED MATERIAL.

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
8 Non-Party that designates information or items for protection under this Protective Order must take  
9 care to limit any such designation to specific material that qualifies under the appropriate standards.  
10 The Designating Party must designate for protection only those parts of material, documents, items, or  
11 oral or written communications that qualify – so that other portions of the material, documents, items,  
12 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
13 of this Order.

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Protective  
22 Order (*see*, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
23 Disclosure or Discovery Material that qualifies for protection under this Protective Order must be clearly  
24 so designated before the material is disclosed or produced.

25 Designation in conformity with this Protective Order requires:

26 (a) For information in documentary form (e.g., paper or electronic documents, but  
27 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
28 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or

1 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
2 identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or  
3 Non-Party that makes original documents or materials available for inspection need not designate  
4 them for protection until after the inspecting Party has indicated which material it would like copied  
5 and produced. During the inspection and before the designation, all of the material made available for  
6 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
7 documents it wants copied and produced, the Producing Party must determine which documents, or  
8 portions thereof, qualify for protection under this Protective Order. Then, before producing the  
9 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that  
10 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
11 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
12 appropriate markings in the margins).

13 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
14 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
15 proceeding, all protected testimony.

16 (c) for information produced in some form other than documentary and for any  
17 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
18 container or containers in which the information or item is stored the legend “CONFIDENTIAL.” If  
19 only a portion or portions of the information or item warrant protection, the Producing Party, to the  
20 extent practicable, shall identify the protected portion(s).

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

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
28 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
2 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
3 confidentiality designation by electing not to mount a challenge promptly after the original designation  
4 is disclosed.

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

17         6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
18 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21  
19 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
20 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by  
21 a competent declaration affirming that the movant has complied with the meet and confer  
22 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
23 motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically  
24 waive the confidentiality designation for each challenged designation. In addition, the Challenging  
25 Party may file a motion challenging a confidentiality designation at any time if there is good cause for  
26 doing so, including a challenge to the designation of a deposition transcript or any portions thereof.  
27 Any motion brought pursuant to this provision must be accompanied by a competent declaration

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1 affirming that the movant has complied with the meet and confer requirements imposed by the  
2 preceding paragraph.

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

10 7.     ACCESS TO AND USE OF PROTECTED MATERIAL.

11           7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
12 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
13 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
14 categories of persons and under the conditions described in this Protective Order. When the litigation has  
15 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
16 DISPOSITION).

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

19           7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the  
20 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information  
21 or item designated “CONFIDENTIAL” only to:

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

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

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

4 (d) the court and its personnel;

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

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

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

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

18 If a Party is served with a subpoena or a court order issued in other litigation that compels  
19 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
20 must:

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

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

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

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

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

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

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

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

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

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

25 (c) If the Non-Party fails to object or seek a protective order from this court within  
26 14 days of receiving the notice and accompanying information, the Receiving Party may produce the  
27 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely  
28 seeks a protective order, the Receiving Party shall not produce any information in its possession or

1 control that is subject to the confidentiality agreement with the Non-Party before a determination by  
2 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
3 seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

5 10.1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
6 Material to any person or in any circumstance not authorized under this Protective Order, the  
7 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
8 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
9 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
10 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be  
11 Bound” that is attached hereto as Exhibit A.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL.

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

22 12. MISCELLANEOUS.

23 12.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any  
24 person to seek its modification by the court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
26 no Party waives any right it otherwise would have to object to disclosing or producing any informa-  
27 tion or item on any ground not addressed in this Protective Order. Similarly, no Party waives

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1 any right to object on any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 12.3 Filing Protected Material. Except as otherwise set forth herein, without written  
4 permission from the Designating Party or a court order secured after appropriate notice to all  
5 interested persons, a Party may not file in the public record in this action any Protected Material. A  
6 Party that seeks to file under seal any Protected Material must comply with Local Rule 141. Pursuant  
7 to Local Rule 141, a sealing order will issue only upon a request establishing that the Protected  
8 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under  
9 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Local Rule 141  
10 is denied by the court, then the Receiving Party may file the information in the public record unless  
11 otherwise instructed by the court.

12 13. FINAL DISPOSITION.

13 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
14 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As  
15 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
16 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
17 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to  
18 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
19 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was  
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
21 compilations, summaries or any other format reproducing or capturing any of the Protected Material.

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1 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
2 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
3 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if  
4 such materials contain Protected Material. Any such archival copies that contain or constitute  
5 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

6 **IT IS SO STIPULATED.**

7  
8  
9 DATED: May 6, 2022

/s/ Jake Weaver  
\_\_\_\_\_  
JAKE C. WEAVER  
AVALON J. FITZGERALD  
REYNOLDS TILBURY WOODWARD LLP  
Attorneys for Plaintiff  
VITAL DISTRIBUTIONS, LLC

10  
11  
12 DATED: May 6, 2022

/s/ Robert Kahn  
\_\_\_\_\_  
EDWARD HUGUENIN  
ROBERT J. KAHN  
HUGUENIN KAHN LLP  
Attorneys for Plaintiff  
VITAL DISTRIBUTIONS, LLC

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17 DATED: May 6, 2022

  
\_\_\_\_\_  
MICHAEL M. GLESS  
BENTLEY P. STANSBURY III  
IGOR V. STADNIK  
KEESAL, YOUNG & LOGAN  
Attorneys for Defendant  
PEPPERIDGE FARM, INCORPORATED

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety and understand the  
5 Stipulated Protective Order that was issued by the United States District Court for the Eastern District  
6 of California in the case of *Vital Distributions, LLC v. Pepperidge Farm, Incorporated*, Case  
7 No. 2:22-CV-00319-MCE-KJN. I agree to comply with and to be bound by all the terms of this  
8 Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose  
9 me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose  
10 in any manner any information or item that is subject to this Stipulated Protective Order to any person  
11 or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
14 such enforcement proceedings occur after termination of this action.

15 I hereby appoint \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address and telephone number] as  
17 my California agent for service of process in connection with this action or any proceedings related to  
18 enforcement of this Stipulated Protective Order.

19  
20 Date: \_\_\_\_\_

21 City and State where sworn and signed: \_\_\_\_\_

22  
23 Printed name: \_\_\_\_\_

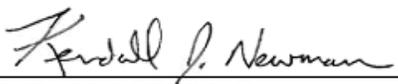
24 Signature: \_\_\_\_\_

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**ORDER**

The court has reviewed the parties’ stipulated protective order. (See ECF No. 18). The stipulation comports with the relevant authorities and the court’s applicable local rule. See L.R. 141.1. The court APPROVES the protective order, subject to the following clarification. The Local Rules state that once an action is closed, “unless otherwise ordered, the court will not retain jurisdiction over enforcement of the terms of any protective order filed in that action.” L.R. 141.1(f). Courts in the district generally do not agree to retain jurisdiction for disputes concerning protective orders after closure of the case. See, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017). Thus, the court will not retain jurisdiction over this protective order once the case is closed.

Dated: May 10, 2022

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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