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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

NAGHAM BAJOUA,

Plaintiff,

v.

HOBBY LOBBY STORES, INC, et al.,

Defendant.

Case No.: 3:20-cv-01458-MMA-AHG

**ORDER GRANTING JOINT
MOTION FOR ENTRY OF
STIPULATED PROTECTIVE
ORDER**

[ECF No. 17]

Having reviewed the parties' proposed Stipulated Protective Order (ECF No. 17), the Court **GRANTS** the Motion, except that the Court has minimally edited Paragraph 15 in accordance with the undersigned's chambers rules governing stipulated protective orders. Otherwise, the Court **ENTERS** the following Stipulated Protective Order exactly as submitted by the parties:

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1 **INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve
3 production of information which a party may deem confidential, proprietary, or private and
4 for which special protection from public disclosure and from use for any purpose other
5 than prosecuting this litigation may be desired. Accordingly, plaintiff NAGHAM
6 BAJOUA and defendant HOBBY LOBBY STORES, INC. (the “Parties”) hereby stipulate
7 to and petition the Court to enter the following Stipulated Protective Order.

8 The Parties acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords from public
10 disclosure and use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles. The Parties further
12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
13 not entitle them to file confidential information under seal. The Honorable Allison H.
14 Goddard’s Civil Pretrial Procedures; the Local Civil Rules; and Electronic Case Filing
15 Administrative Policies and Procedures Manual, Section 2.j, set forth the procedures that
16 must be followed when a party seeks permission from the court to file material under seal.

17 1.2 Good Cause Statement. Plaintiff and Defendant may produce certain
18 documents in this case that contain personal medical, employment, or financial
19 information. Such information may implicate the privacy interests of the party and are
20 properly protected through a Fed. R. Civ. P. 26(c) protective order. Seattle Times Co. v.
21 Rhinehart, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes
22 the protection of a ‘party or person from annoyance, embarrassment, oppression or undue
23 burden or expense.’ Although the Rule contains no specific reference to privacy or to other
24 rights or interests that may be implicated, such matters are implicit in the broad purpose
25 and language of the Rule.”); Soto v. City of Concord, 162 F.R.D. 603, 617 (N.D. Cal. 1995)
26 (a party’s privacy rights are to be protected through a “carefully crafted protective order.”).

27 **2. DEFINITIONS**

28 2.1 Action: this pending federal lawsuit.

1 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
2 information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
4 is generated, stored or maintained) or tangible things that qualify for protection under
5 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

6 2.4 “Highly CONFIDENTIAL – Attorneys’ Eyes Only” Information or Items:
7 extremely sensitive “CONFIDENTIAL” Information or Items whose disclosure to another
8 Party or non-party would create a substantial risk of serious injury that could
9 not be avoided by less restrictive means.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or items
13 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless of the
15 medium or manner in which it is generated, stored, or maintained (including, among other
16 things, testimony, transcripts, and tangible things), that are produced or generated in
17 disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
20 expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this Action. House
22 Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association, or other
24 legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
26 Action but are retained to represent or advise a party to this Action and have appeared in
27 this Action on behalf of that party or are affiliated with a law firm which has appeared on
28 behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
13 a Producing Party.

14 **3. SCOPE**

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

20 Any use of Protected Material at trial or in required pre-trial documents and pre-trial
21 disclosures will be governed by the orders of the trial judge. The Parties understand and
22 agree that the use of Protected Material at trial or in required pre-trial documents and pre-
23 trial disclosures shall be governed by any applicable rules of court and Federal Rules of
24 Civil Procedure.

25 **4. DURATION**

26 This Stipulation and Order, and the confidentiality obligations imposed herein, shall
27 remain in effect until a Designating Party agrees otherwise in writing, or a court order
28 determines Protected Material can no longer be deemed “CONFIDENTIAL.”

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or Non-Party that designates information or items for protection under this Order
4 must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. A Designating Party must take care to designate for protection only
6 those parts of material, documents, items, or oral or written communications that qualify
7 so that other portions of the material, documents, items, or communications for which
8 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

13 If it comes to a Designating Party's attention that information or items that it
14 designated for protection do not qualify for protection, or do not qualify for the level of
15 protection initially asserted, that Designating Party must promptly notify all other parties
16 that it is withdrawing the inapplicable designation.

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

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents, but
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the
24 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "Highly
25 CONFIDENTIAL – Attorneys' Eyes Only" (hereinafter "CONFIDENTIAL legend"), to
26 each page that contains protected material. If only a portion or portions of the material on
27 a page qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

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

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

26 Parties shall give the other Parties notice if they reasonably expect a deposition,
27 hearing or other proceeding to include Protected Material so that the other Parties can
28 ensure that only authorized individuals who have signed the “Acknowledgment and

1 Agreement to be Bound” (Exhibit A) are present at those proceedings. The use of a
2 document as an exhibit at a deposition, hearing or other proceeding shall not in any way
3 affects its designation as “CONFIDENTIAL” or “Highly CONFIDENTIAL – Attorneys’
4 Eyes Only.”

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

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

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

24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
26 of confidentiality at any time that is consistent with the Court’s Scheduling Order.
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1 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution
2 process (and, if necessary, file a discovery motion) under Local Rule 26.1 and Magistrate
3 Judge Goddard’s Civil Pretrial Procedures.

4 6.3 The burden of persuasion in any such challenge proceeding will be on the
5 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
6 harass or impose unnecessary expenses and burdens on other parties) may expose the
7 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
8 confidentiality designation, all Parties will continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party’s designation until the
10 Court rules on the challenge.

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

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

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

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

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

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

1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
2 is reasonably necessary for this Action 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;

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

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

11 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action
12 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
13 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
14 to keep any confidential information unless they sign the “Acknowledgment and
15 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
16 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions
17 that reveal Protected Material may be separately bound by the court reporter and may not
18 be disclosed to anyone except as permitted under this Stipulated Protective Order; and

19 (i) any mediator or settlement officer, and their supporting personnel, mutually
20 agreed upon by any of the Parties engaged in settlement discussions.

21 7.3 Disclosure of “Highly CONFIDENTIAL – Attorneys’ Eyes Only”
22 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
23 Designating Party, a Receiving Party may disclose any information or item designated
24 “Highly CONFIDENTIAL – Attorneys’ Eyes Only” only to:

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

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

4 (c) the Court and its personnel;

5 (d) court reporters and their staff;

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

9 (f) the author or recipient of a document containing the information or a custodian
10 or other person who otherwise possessed or knew the information; and

11 (g) any mediator or settlement officer, and their supporting personnel, mutually
12 agreed upon by any of the Parties engaged in settlement discussions.

13 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
14 **OTHER LITIGATION**

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

18 (a) promptly notify in writing the Designating Party. Such notification will
19 include a copy of the subpoena or court order;

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

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

26 If the Designating Party timely seeks a protective order, the Party served with the
27 subpoena or court order will not produce any information designated in this action as
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or order

1 issued, unless the Party has obtained the Designating Party's permission. The Designating
2 Party will bear the burden and expense of seeking protection in that court of its confidential
3 material and nothing in these provisions should be construed as authorizing or encouraging
4 a Receiving Party in this Action to disobey a lawful directive from another court.

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

7 (a) The terms of this Order are applicable to information produced by a Non-Party
8 in this Action and designated as "CONFIDENTIAL." Such information produced by Non-
9 Parties in connection with this litigation is protected by the remedies and relief provided
10 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
11 from seeking additional protections.

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

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within 14 days
25 of receiving the notice and accompanying information, the Receiving Party may produce
26 the Non-Party's confidential information responsive to the discovery request. If the Non-
27 Party timely seeks a protective order, the Receiving Party will not produce any information
28 in its possession or control that is subject to the confidentiality agreement with the Non-

1 Party before a determination by the court. Absent a court order to the contrary, the Non-
2 Party will bear the burden and expense of seeking protection in this court of its Protected
3 Material.

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

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

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

15 (a) Pursuant to Fed. R. Evid. 502, the inadvertent production of documents and
16 data pursuant to this Order shall not result in the waiver of an applicable privilege as to
17 those documents and data. Also, the inadvertent production of privileged or protected
18 documents or data under this Order shall not result in the waiver of the applicable privilege
19 as to those documents and data in any other Federal or State proceeding. Any privileged
20 material inadvertently disclosed shall be and remain the property of the producing party.

21 (b) If a party determines that it has produced a document or data to which it
22 wishes to assert a claim of privilege or protection, its counsel shall notify opposing counsel
23 promptly of its claim. As part of the notification, the party's counsel shall identify, by Bates
24 number(s), the document(s) as to which the party is asserting a claim of privilege or
25 protection.

26 (c) A party receiving documents and data shall, through its counsel, notify
27 opposing counsel upon identification of any document(s) or data that appears to be
28 potentially privileged or protected. Such notification shall not waive the party's ability to

1 challenge any assertion of privilege or protection made by the opposing party as to the
2 identified document(s). As part of the notification, the party's counsel shall identify, by
3 Bates Number(s), the document(s) or data at issue. The party's counsel shall segregate the
4 specified document(s) or data, as well as any copies thereof, from the other materials, and
5 the party's counsel shall not use the information in the potentially privileged or protected
6 document(s) or data, except as provided by Fed. R. Civ. P. 26(b)(5)(B), for a period of 14
7 days after the date on which the party's counsel notifies opposing counsel. Within that 14-
8 day period, or any other period of time agreed to by the Parties, the opposing party shall
9 determine whether it will assert a claim of privilege or protection as to the identified
10 document(s), and its counsel shall notify the Party's
11 counsel of its determination.

12 (d) Upon receiving notice of a claim of privilege or protection by the a party
13 regarding a produced document or data, opposing counsel shall segregate, with promptness
14 and in accordance with Fed. R. Civ. P. 26(b)(5)(B), the specified document or data, as well
15 as any copies thereof, and opposing counsel shall not use the information in the specified
16 document or data, except as provided by Fed. R. Civ. P. 26(b)(5)(B), until after the claim
17 is resolved. If the court upholds — or if the opposing party does not challenge — the party's
18 claim of privilege as to a produced document or data, opposing counsel shall return or
19 dispose of the specified document or data, as well as any hard or electronic copies thereof.
20 Within five business days of taking such measures, the opposing party shall certify that it
21 has complied with the requirements of this paragraph.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
24 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
26 Order no Party waives any right it otherwise would have to object to disclosing or
27 producing any information or item on any ground not addressed in this Stipulated
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1 Protective Order. Similarly, no Party waives any right to object on any ground to use in
2 evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. No document shall be filed under seal unless
4 counsel secures a court order allowing the filing of a document under seal. An application
5 to file a document under seal shall be served on opposing counsel, and on the person or
6 entity that has custody and control of the document, if different from opposing counsel. If
7 opposing counsel, or the person or entity who has custody and control of the document,
8 wishes to oppose the application, he or she must contact the chambers of the judge who
9 will rule on the application, to notify the judge's staff that an opposition to the application
10 will be filed.

11 To file a document under seal, the Parties must comply with the procedures
12 explained in Section 2.j of the Electronic Case Filing Administrative Policies and
13 Procedures Manual for the United States District Court for the Southern District of
14 California and Civil Local Rule 79.2. In addition, a party must file a redacted version of
15 any document that it seeks to file under seal. The document must be titled to show that it
16 corresponds to an item filed under seal, e.g., 'Redacted Copy of Sealed Declaration of John
17 Smith in Support of Motion for Summary Judgment.' The party should file the redacted
18 document(s) simultaneously with a joint motion or *ex parte* application requesting that the
19 confidential portions of the document(s) be filed under seal and setting forth good cause
20 for the request.

21 If a Party's request to file Protected Material under seal is denied by the court, then
22 the Receiving Party may file the information in the public record only after the court has
23 deemed the Protected Material no longer qualifies as "CONFIDENTIAL" or "Highly
24 CONFIDENTIAL – Attorneys' Eyes Only."

25 If an application to file a document under seal is granted by Judge Goddard, a
26 redacted version of the document shall be e-filed. A courtesy copy of the unredacted
27 document shall be delivered to Judge Goddard's chambers.
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1 **13. FINAL DISPOSITION**

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

19 The Court shall return or destroy any confidential or sealed documents after the case
20 is closed within 60 days of the final disposition of this action at the request of the interested
21 party. Any action by this Court regarding disposition of the confidential or sealed material
22 must be preceded by an *ex parte* motion for an order authorizing the return of all
23 Confidential and Attorneys’ Eyes Only Material to the party that produced the information,
24 or the destruction thereof of such material.

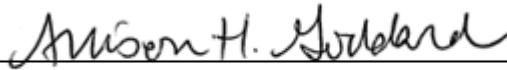
25 14. Any willful violation of this Order may be punished by civil or criminal
26 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
27 authorities, or other appropriate action at the discretion of the Court.
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1 15. The Court may modify the protective order *sua sponte* in the interests of
2 justice or for public policy reasons.

3 16. Without separate court order, the Protective Order and the Parties' stipulation
4 does not change, amend, or circumvent any court rule or local rule.

5 **IT IS SO ORDERED.**

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7 Dated: April 7, 2021

8  _____
9 Honorable Allison H. Goddard
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [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 Southern District of California on [date] in the case of _____ [insert case name and number]. 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 Southern 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 _____ [full name] of _____ [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 signed: _____

Printed name: _____

Signature: _____