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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

LBF TRAVEL MANAGEMENT
CORP., and Michael Thomas, an
individual,

Plaintiffs,

v.

Thomas DEROSA, an individual, and
Does 1 through 10,

Defendant.

Thomas DEROSA,

Counter-Claimant,

v.

LBF TRAVEL MANAGEMENT
CORP.; Michael Thomas; LBF Travel,
Inc.; LBF Travel Holdings, LLC;
Mondee Holdings, LLC; Mondee, Inc.;
Prasad Gundumogula,

Counter-Defendants.

Case No. 3:20-cv-02404-MMA-AGS

**ORDER GRANTING MOTION
(ECF 48) AND STIPULATED
PROTECTIVE ORDER**

1 The Court recognizes that at least some of the documents and information
2 ("materials") being sought through discovery in the above-captioned action are, for
3 competitive reasons, normally kept confidential by the parties. The parties have agreed
4 to be bound by the terms of this Protective Order ("Order") in this action.

5 The materials to be exchanged throughout the course of the litigation between
6 the parties may contain trade secret or other confidential research, technical, cost,
7 price, marketing or other commercial information, as is contemplated by Federal Rule
8 of Civil Procedure 26(c)(1)(G). The purpose of this Order is to protect the
9 confidentiality of such materials as much as practical during the litigation.

10 THEREFORE:

11 DEFINITIONS

12 1. The term "confidential information" will mean and include information
13 contained or disclosed in any materials, including documents, portions of documents,
14 answers to interrogatories, responses to requests for admissions, trial testimony,
15 deposition testimony, and transcripts of trial testimony and depositions, including data,
16 summaries, and compilations derived therefrom that is deemed to be confidential
17 information by any party to which it belongs.

18 2. The term "materials" will include, but is not be limited to: documents;
19 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or
20 other material that identify customers or potential customers; price lists or schedules
21 or other matter identifying pricing; minutes; telegrams; letters; statements; cancelled
22 checks; contracts; invoices; drafts; books of account; worksheets; notes of
23 conversations; desk diaries; appointment books; expense accounts; recordings;
24 photographs; motion pictures; compilations from which information can be obtained
25 and translated into reasonably usable form through detection devices; sketches;
26 drawings; notes (including laboratory notebooks and records); reports; instructions;
27 disclosures; other writings; models and prototypes and other physical objects.

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1 5. In the event the producing party elects to produce materials for
2 inspection, no marking need be made by the producing party in advance of the initial
3 inspection. For purposes of the initial inspection, all materials produced will be
4 considered as "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as
5 such pursuant to the terms of this Order. Thereafter, upon selection of specified
6 materials for copying by the inspecting party, the producing party must, within a
7 reasonable time prior to producing those materials to the inspecting party, mark the
8 copies of those materials that contain confidential information with the appropriate
9 confidentiality marking.

10 6. Whenever a deposition taken on behalf of any party involves a disclosure
11 of confidential information of any party:

12 a. the deposition or portions of the deposition must be designated as
13 containing confidential information subject to the provisions of
14 this Order; such designation must be made on the record whenever
15 possible, but a party may designate portions of depositions as
16 containing confidential information after transcription of the
17 proceedings; [A] party will have until fourteen (14) days after
18 receipt of the deposition transcript to inform the other party or
19 parties to the action of the portions of the transcript to be
20 designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR
21 COUNSEL ONLY."

22 b. the disclosing party will have the right to exclude from attendance
23 at the deposition, during such time as the confidential information
24 is to be disclosed, any person other than the deponent, counsel
25 (including their staff and associates), the court reporter, and the
26 person(s) agreed upon pursuant to paragraph 8 below; and

27 c. the originals of the deposition transcripts and all copies of the
28 deposition must bear the legend "CONFIDENTIAL" or

1 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and
2 the original or any copy ultimately presented to a court for filing
3 must not be filed unless it can be accomplished under seal,
4 identified as being subject to this Order, and protected from being
5 opened except by order of this Court.

6 7. All confidential information designated as "CONFIDENTIAL" or
7 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving
8 party to anyone other than those persons designated within this order and must be
9 handled in the manner set forth below and, in any event, must not be used for any
10 purpose other than in connection with this litigation, unless and until such designation
11 is removed either by agreement of the parties, or by order of the Court.

12 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY"
13 must be viewed only by counsel (as defined in paragraph 3) of the receiving party, and
14 by independent experts under the conditions set forth in this Paragraph. The right of
15 any independent expert to receive any confidential information will be subject to the
16 advance approval of such expert by the producing party or by permission of the Court.
17 The party seeking approval of an independent expert must provide the producing party
18 with the name and curriculum vitae of the proposed independent expert, and an
19 executed copy of the form attached hereto as Exhibit A, in advance of providing any
20 confidential information of the producing party to the expert. Any objection by the
21 producing party to an independent expert receiving confidential information must be
22 made in writing within fourteen (14) days following receipt of the identification of the
23 proposed expert. Confidential information may be disclosed to an independent expert
24 if the fourteen (14) day period has passed and no objection has been made. The
25 approval of independent experts must not be unreasonably withheld.

26 9. Information designated "confidential" must be viewed only by counsel
27 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant to
28 the terms of paragraph 8), by court personnel, and by the additional individuals listed

1 below, provided each such individual has read this Order in advance of disclosure and
2 has agreed in writing to be bound by its terms:

- 3 a. Executives who are required to participate in policy decisions with
4 reference to this action;
- 5 b. Technical personnel of the parties with whom Counsel for the
6 parties find it necessary to consult, in the discretion of such
7 counsel, in preparation for trial of this action; and
- 8 c. Stenographic and clerical employees associated with the
9 individuals identified above.

10 10. With respect to material designated "CONFIDENTIAL" or
11 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of
12 the document to be its originator, author or a recipient of a copy of the document, may
13 be shown the same.

14 11. All information which has been designated as "CONFIDENTIAL" or
15 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party,
16 and any and all reproductions of that information, must be retained in the custody of
17 the counsel for the receiving party identified in paragraph 3, except that independent
18 experts authorized to view such information under the terms of this Order may retain
19 custody of copies such as are necessary for their participation in this litigation.

20 12. Before any materials produced in discovery, answers to interrogatories,
21 responses to requests for admissions, deposition transcripts, or other documents which
22 are designated as confidential information are filed with the Court for any purpose, the
23 party seeking to file such material must seek permission of the Court to file the material
24 under seal.

25 13. At any stage of these proceedings, any party may object to a designation
26 of the materials as confidential information. The party objecting to confidentiality
27 must notify, in writing, counsel for the designating party of the objected-to materials
28 and the grounds for the objection. If the dispute is not resolved consensually between

1 the parties within seven (7) days of receipt of such a notice of objections, the objecting
2 party may move the Court for a ruling on the objection. The materials at issue must be
3 treated as confidential information, as designated by the designating party, until the
4 Court has ruled on the objection or the matter has been otherwise resolved.

5 14. All confidential information must be held in confidence by those
6 inspecting or receiving it, and must be used only for purposes of this action. Counsel
7 for each party, and each person receiving confidential information must take
8 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
9 information. If confidential information is disclosed to any person other than a person
10 authorized by this Order, the party responsible for the unauthorized disclosure must
11 immediately bring all pertinent facts relating to the unauthorized disclosure to the
12 attention of the other parties and, without prejudice to any rights and remedies of the
13 other parties, make every effort to prevent further disclosure by the party and by the
14 person(s) receiving the unauthorized disclosure.

15 15. No party will be responsible to another party for disclosure of confidential
16 information under this Order if the information in question is not labeled or otherwise
17 identified as such in accordance with this Order.

18 16. If a party, through inadvertence, produces any confidential information
19 without labeling or marking or otherwise designating it as such in accordance with this
20 Order, the designating party may give written notice to the receiving party that the
21 document or thing produced is deemed confidential information, and that the
22 document or thing produced should be treated as such in accordance with that
23 designation under this Order. The receiving party must treat the materials as
24 confidential, once the designating party so notifies the receiving party. If the receiving
25 party has disclosed the materials before receiving the designation, the receiving party
26 must notify the designating party in writing of each such disclosure. Counsel for the
27 parties will agree on a mutually acceptable manner of labeling or marking the
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1 inadvertently produced materials as "CONFIDENTIAL" or "CONFIDENTIAL - FOR
2 COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

3 17. Nothing within this order will prejudice the right of any party to object to
4 the production of any discovery material on the grounds that the material is protected
5 as privileged or as attorney work product.

6 18. Nothing in this Order will bar counsel from rendering advice to their
7 clients with respect to this litigation and, in the course thereof, relying upon any
8 information designated as confidential information, provided that the contents of the
9 information must not be disclosed.

10 19. This Order will be without prejudice to the right of any party to oppose
11 production of any information for lack of relevance or any other ground other than the
12 mere presence of confidential information. The existence of this Order must not be
13 used by either party as a basis for discovery that is otherwise improper under the
14 Federal Rules of Civil Procedure.

15 20. Nothing within this order will be construed to prevent disclosure of
16 confidential information if such disclosure is required by law or by order of the Court.

17 21. Upon final termination of this action, including any and all appeals,
18 counsel for each party must, upon request of the producing party, return all
19 confidential information to the party that produced the information, including any
20 copies, excerpts, and summaries of that information, or must destroy same at the option
21 of the receiving party, and must purge all such information from all machine-readable
22 media on which it resides. Notwithstanding the foregoing, counsel for each party may
23 retain all pleadings, briefs, memoranda, motions, and other documents filed with the
24 Court that refer to or incorporate confidential information, and will continue to be
25 bound by this Order with respect to all such retained information. Further, attorney
26 work product materials that contain confidential information need not be destroyed,
27 but, if they are not destroyed, the person in possession of the attorney work product
28 will continue to be bound by this Order with respect to all such retained information.

1 22. The restrictions and obligations set forth within this order will not apply
2 to any information that: (a) the parties agree should not be designated confidential
3 information; (b) the parties agree, or the Court rules, is already public knowledge; (c)
4 the parties agree, or the Court rules, has become public knowledge other than as a
5 result of disclosure by the receiving party, its employees, or its agents in violation of
6 this Order; or (d) has come or will come into the receiving party's legitimate
7 knowledge independently of the production by the designating party. Prior knowledge
8 must be established by pre-production documentation.

9 23. The restrictions and obligations within this order will not be deemed to
10 prohibit discussions of any confidential information with anyone if that person already
11 has or obtains legitimate possession of that information.

12 24. Transmission by email or some other currently utilized method of
13 transmission is acceptable for all notification purposes within this Order.

14 25. This Order may be modified by agreement of the parties, subject to
15 approval by the Court.

16 26. The Court may modify the terms and conditions of this Order for good
17 cause, or in the interest of justice, or on its own order at any time in these proceedings.

18 Dated: September 28, 2021

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21 Hon. Andrew G. Schopler
22 United States Magistrate Judge
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1 **EXHIBIT A**

2 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

3 1. My name is _____.

4 2. I am employed by _____
5 _____.

6 3. I have read the Protective Order in the action of *LBF Travel Management*
7 *Corp. et al. v. Thomas Derosa et al.* Case No. 3:20-cv-02404-MMA-AGS (the
8 “Order”). I have received a copy of the Order, and I understand its contents.

9 4. I promise that I will use all confidential information as defined in the
10 Order that has been provided to me only in the manner that is authorized by the Order.

11 5. I promise that I will not disclose or discuss any confidential information
12 except as authorized by the Order.

13 6. I promise that I will not copy (or otherwise reproduce) any documents or
14 information that have been designated as “CONFIDENTIAL” and/or
15 “CONFIDENTIAL – FOR COUNSEL ONLY” and disclosed to me, and I further
16 promise to not disclose such documents or information to any person or entity not
17 authorized under the Order to view or receive confidential information.

18 7. I realize that by signing this Acknowledgment, I am subjecting myself to
19 the jurisdiction of the United States District Court for the Southern District of
20 California with relation to the enforcement of the Order, including the possible
21 issuance of a contempt citation and sanctions if I were to violate the Order.

22 I declare under penalty of perjury under the laws of the United States of America
23 and applicable California laws that the above is true and correct. Executed at
24 _____, _____, on _____
25 ____, 2021.

26 _____
27 *[please print name below signature]*
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