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

NICK WALPERT,

Plaintiff,

v.

SOLAR INTEGRATED ROOFING
CORP., a Nevada Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 3:24-cv-00041-W-SBC

**ORDER GRANTING JOINT
MOTION FOR ENTRY OF
STIPULATED PROTECTIVE
ORDER [ECF NO. 25]**

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

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

1 THEREFORE:

2 DEFINITIONS

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

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

20 3. The term "counsel" will mean outside counsel of record, and other
21 attorneys, paralegals, secretaries, and other support staff employed in the law firms
22 identified below: Domb & Rauchwerger, LLP and Jackson Lewis P.C.

23 GENERAL RULES

24 4. Each party to this litigation that produces or discloses any materials,
25 answers to interrogatories, responses to requests for admission, trial testimony,
26 deposition testimony, and transcripts of trial testimony and depositions, or
27 information that the producing party believes should be subject to this Protective
28 Order may designate the same as "CONFIDENTIAL" or "CONFIDENTIAL - FOR

1 COUNSEL ONLY."

2 a. Designation as "CONFIDENTIAL": Any party may designate
3 information as "CONFIDENTIAL" only if, in the good faith belief of such party
4 and its counsel, the unrestricted disclosure of such information could be potentially
5 prejudicial to the business or operations of such party.

6 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any
7 party may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY"
8 only if, in the good faith belief of such party and its counsel, the information is
9 among that considered to be most sensitive by the party, including but not limited
10 to trade secret or other confidential research, development, financial or other
11 commercial information.

12 5. In the event the producing party elects to produce materials for
13 inspection, no marking need be made by the producing party in advance of the initial
14 inspection. For purposes of the initial inspection, all materials produced will be
15 considered as "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated
16 as such pursuant to the terms of this Order. Thereafter, upon selection of specified
17 materials for copying by the inspecting party, the producing party must, within a
18 reasonable time prior to producing those materials to the inspecting party, mark the
19 copies of those materials that contain confidential information with the appropriate
20 confidentiality marking.

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

23 a. the deposition or portions of the deposition must be designated
24 as containing confidential information subject to the provisions
25 of this Order; such designation must be made on the record
26 whenever possible, but a party may designate portions of
27 depositions as containing confidential information after
28 transcription of the proceedings; [A] party will have until

1 fourteen (14) days after receipt of the deposition transcript to
2 inform the other party or parties to the action of the portions of
3 the transcript to be designated "CONFIDENTIAL" or
4 "CONFIDENTIAL - FOR COUNSEL ONLY."

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

11 c. the originals of the deposition transcripts and all copies of the
12 deposition must bear the legend "CONFIDENTIAL" or
13 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate,
14 and the original or any copy ultimately presented to a court for
15 filing must not be filed unless it can be accomplished under seal,
16 identified as being subject to this Order, and protected from
17 being opened except by order of this Court.

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

24 8. Information designated "CONFIDENTIAL - FOR COUNSEL
25 ONLY" must be viewed only by counsel (as defined in paragraph 3) of the receiving
26 party, and by independent experts under the conditions set forth in this Paragraph.
27 The right of any independent expert to receive any confidential information will be
28 subject to the advance approval of such expert by the producing party or by

1 permission of the Court. The party seeking approval of an independent expert must
2 provide the producing party with the name and curriculum vitae of the proposed
3 independent expert, and an executed copy of the form attached hereto as Exhibit A,
4 in advance of providing any confidential information of the producing party to the
5 expert. Any objection by the producing party to an independent expert receiving
6 confidential information must be made in writing within fourteen (14) days
7 following receipt of the identification of the proposed expert. Confidential
8 information may be disclosed to an independent expert if the fourteen (14) day
9 period has passed and no objection has been made. The approval of independent
10 experts must not be unreasonably withheld.

11 9. Information designated "confidential" must be viewed only by counsel
12 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant
13 to the terms of paragraph 8), by court personnel, and by the additional individuals
14 listed below, provided each such individual has read this Order in advance of
15 disclosure and has agreed in writing to be bound by its terms:

- 16 a) Executives who are required to participate in policy decisions
17 with reference to this action;
- 18 b) Technical personnel of the parties with whom Counsel for the
19 parties find it necessary to consult, in the discretion of such
20 counsel, in preparation for trial of this action; and
- 21 c) Stenographic and clerical employees associated with the
22 individuals identified above.

23 10. With respect to material designated "CONFIDENTIAL" or
24 "CONFIDENTIAL - FOR COUNSEL ONLY," any person indicated on the face of
25 the document to be its originator, author or a recipient of a copy of the document,
26 may be shown the same.

27 11. All information which has been designated as "CONFIDENTIAL" or
28 "CONFIDENTIAL - FOR COUNSEL ONLY" by the producing or disclosing

1 party, and any and all reproductions of that information, must be retained in the
2 custody of the counsel for the receiving party identified in paragraph 3, except that
3 independent experts authorized to view such information under the terms of this
4 Order may retain custody of copies such as are necessary for their participation in
5 this litigation.

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

11 13. No document shall be filed under seal unless counsel secures a court
12 order allowing the filing of a document under seal. An application to file a document
13 under seal shall be served on opposing counsel, and on the person who has or entity
14 that has custody and control of the document, if different from opposing counsel. If
15 opposing counsel, or the person who has or entity who has custody and control of
16 the document, wishes to oppose the application, they must contact the chambers of
17 the judge who will rule on the application, to notify the judge's staff that an
18 opposition to the application will be filed.

19 14. At any stage of these proceedings, any party may object to a
20 designation of the materials as confidential information. The party objecting to
21 confidentiality must notify, in writing, counsel for the designating party of the
22 objected-to materials and the grounds for the objection. If the dispute is not resolved
23 consensually between the parties within seven (7) days of receipt of such a notice
24 of objections, the objecting party may move the Court for a ruling on the objection.
25 The materials at issue must be treated as confidential information, as designated by
26 the designating party, until the Court has ruled on the objection or the matter has
27 been otherwise resolved.

28 15. All confidential information must be held in confidence by those

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

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

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

26 18. Nothing within this order will prejudice the right of any party to object
27 to the production of any discovery material on the grounds that the material is
28 protected as privileged or as attorney work product.

1 19. Nothing in this Order will bar counsel from rendering advice to their
2 clients with respect to this litigation and, in the course thereof, relying upon any
3 information designated as confidential information, provided that the contents of
4 the information must not be disclosed.

5 20. This Order will be without prejudice to the right of any party to oppose
6 production of any information for lack of relevance or any other ground other than
7 the mere presence of confidential information. The existence of this Order must not
8 be used by either party as a basis for discovery that is otherwise improper under the
9 Federal Rules of Civil Procedure.

10 21. Nothing within this order will be construed to prevent disclosure of
11 confidential information if such disclosure is required by law or by order of the
12 Court.

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

26 23. The restrictions and obligations set forth within this order will not
27 apply to any information that: (a) the parties agree should not be designated
28 confidential information; (b) the parties agree, or the Court rules, is already public

1 knowledge; (c) the parties agree, or the Court rules, has become public knowledge
2 other than as a result of disclosure by the receiving party, its employees, or its agents
3 in violation of this Order; or (d) has come or will come into the receiving party's
4 legitimate knowledge independently of the production by the designating party.
5 Prior knowledge must be established by pre-production documentation.

6 24. The restrictions and obligations within this order will not be deemed
7 to prohibit discussions of any confidential information with anyone if that person
8 already has or obtains legitimate possession of that information.

9 25. Transmission by email or some other currently utilized method of
10 transmission is acceptable for all notification purposes within this Order.

11 26. This Order may be modified by agreement of the parties, subject to
12 approval by the Court.

13 27. The Court may modify the terms and conditions of this Order for good
14 cause, or in the interest of justice, or on its own order at any time throughout this
15 Action. The parties prefer that the Court provide them with notice of the Court's
16 intent to modify the Order and the content of those modifications, prior to entry of
17 such an order.

18 **ORDER**

19 Pursuant to the parties' joint stipulation, this Stipulation and Protective Order
20 is hereby entered into the record.

21 **IT IS SO ORDERED.**

22 Dated: August 29, 2024

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25 Hon. Steve B. Chu
26 United States Magistrate Judge