

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

Stephen Rozzo v. Sun Pharmaceutical Industries, Inc.

Rozzo v. Sun Pharmaceutical Industries, Inc. · No. 2:23-cv-07624-MEMF-AJR · Decided February 21, 2025

SUMMARY

This document is a stipulated protective order entered in Stephen Rozzo v. Sun Pharmaceutical Industries, Inc., Case No. 2:23-cv-07624, in the U.S. District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing under seal, and final disposition of confidential discovery materials, and was stipulated to on February 20, 2025 and ordered on February 21, 2025.

CASE DETAILS

|                       |                                                                                                                                                                                                                          |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Central District of California                                                                                                                                                      |
| WRITING FOR THE COURT | A. Joel Richlin                                                                                                                                                                                                          |
| DECIDED               | February 21, 2025                                                                                                                                                                                                        |
| DOCKET                | 2:23-cv-07624-MEMF-AJR                                                                                                                                                                                                   |
| DISPOSITION           | other                                                                                                                                                                                                                    |
| PROCEDURAL POSTURE    | The parties stipulated to a proposed protective order governing confidential discovery material and petitioned the court to enter it. The magistrate judge ordered the stipulated protective order for good cause shown. |
| PRECEDENTIAL VALUE    | nonprecedential                                                                                                                                                                                                          |

TOPICS

- discovery dispute
- civil procedure
- commercial litigation
- sanctions

PRACTICE AREAS

- civil procedure
- commercial litigation
- discovery

QUESTIONS PRESENTED

1. Whether good cause supported entry of the parties' stipulated protective order under Federal Rule of Civil Procedure 26(c).

2. What procedures and limitations should govern designation, disclosure, challenge, sealing, use, and final disposition of confidential discovery material.

## HOLDINGS

1. Good cause supported entry of the parties' stipulated protective order governing qualifying confidential discovery material.
2. The stipulated protective order does not itself authorize filing confidential information under seal; a party must comply with Local Civil Rule 79-5 and obtain a court order authorizing sealing of specific material.
3. Material related to a dispositive motion or trial may be sealed only upon a showing of compelling reasons supported by specific facts and legal justification, and the requested relief must be narrowly tailored.
4. Once the case proceeds to trial, material designated confidential or maintained under the protective order that is used or introduced as a trial exhibit becomes public and is presumptively available unless the trial judge makes specific findings supporting continued restriction based on compelling reasons.

## KEY QUOTATIONS

*“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (at 2)*

*“Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial.” (at 6)*

## FACTUAL BACKGROUND

The parties anticipated that discovery would involve confidential, proprietary, private, commercial, technical, research, and development information, including information implicating third-party privacy rights. The proposed order was intended to restrict use and disclosure of qualifying discovery material, establish procedures for designating and challenging confidentiality, and address the disposition of protected material at the end of the litigation. The court found good cause to enter the stipulated protective order.

## PROCEDURAL HISTORY

Plaintiff filed the complaint on August 9, 2023. Defendant removed the action on September 13, 2023, and Plaintiff filed a first amended complaint on October 11, 2023. On February 20, 2025, the parties submitted a stipulated protective order, which the court ordered on February 21, 2025.

## DISPOSITION

other

CASES CITED

- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006)
- Phillips v. General Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002)
- Makar-Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999)
- Pintos v. Pacific Creditors Association, 605 F.3d 665, 677-79 (9th Cir. 2010)
- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)

OPINION

Stephen Rozzo v. Sun Pharmaceutical Industries, Inc.

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 ROYBAL FEDERAL BUILDING AND UNITED STATES COURTHOUSE

11 STEPHEN ROZZO, an individual, Case No.: 2:23-cv-07624-MEMF-AJR 12 Plaintiff,  
[Assigned to District Judge the Honorable Maame Ewusi-Mensah 13 vs. Frimpong; and  
Magistrate Judge the Honorable A. Joel Richlin]

14 SUN PHARMACEUTICAL

INDUSTRIES, INC., a Delaware [PROPOSED] STIPULATED 15 corporation; and DOES 1 - 50,  
inclusive, PROTECTIVE ORDER 16 Defendants. Compl. Filed: August 9, 2023 17 Removed:  
September 13, 2023 FAC Filed: October 11, 2023 18 19 20 21 22 23 24 25 26 27 28

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, 3 proprietary, or private  
information for which special protection from public disclosure 4 and from use for any purpose  
other than pursuing this litigation may be warranted. 5 Accordingly, the parties hereby stipulate to  
and petition the Court to enter the following 6 Stipulated Protective Order. The parties  
acknowledge that this Order does not confer 7 blanket protections on all disclosures or responses  
to discovery and that the protection 8 it affords from public disclosure and use extends only to the  
limited information or items 9 that are entitled to confidential treatment under the applicable legal  
principles.

10 2. GOOD CAUSE STATEMENT

11 Defendant Sun Pharmaceutical Industries, Inc. (“Sun”). Discovery in this action 12 is likely to  
reveal trade secrets, confidential and proprietary information relating to the 13 confidential  
business practices and policies of Sun, and other valuable research, 14 development, commercial,  
technical and/or proprietary information for which special 15 protection from public disclosure  
and from use for any purpose other than prosecution 16 of this action is warranted. Such  
confidential and proprietary materials and information 17 consist of, among other things,  
information regarding confidential business practices, 18 or other confidential research,

development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Disclosure of this information would result in the dissemination of confidential/proprietary information developed and used internally by Sun only, resulting in personal and/or financial harm to Sun and/or third parties. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

### 7 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

8 The parties further acknowledge, as set forth in Section 14.3, below, that this 9 Stipulated Protective Order does not entitle them to file confidential information under 10 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the 11 standards that will be applied when a party seeks permission from the court to file 12 material under seal. There is a strong presumption that the public has a right of access 13 to judicial proceedings and records in civil cases. In connection with non-dispositive 14 motions, good cause must be shown to support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders 18 require good cause showing), and a specific showing of good cause or compelling 19 reasons with proper evidentiary support and legal justification, must be made with 20 respect to Protected Material that a party seeks to file under seal. The parties' mere 21 designation of Disclosure or Discovery Material as CONFIDENTIAL does not— 22 without the submission of competent evidence by declaration, establishing that the 23 material sought to be filed under seal qualifies as confidential, privileged, or otherwise 24 protectable—constitute good cause. 25 Further, if a party requests sealing related to a dispositive motion or trial, then 26 compelling reasons, not only good cause, for the sealing must be shown, and the relief 27 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type 1 of information, document, or thing sought to be filed or introduced under seal, the party 2 seeking protection must articulate compelling reasons, supported by specific facts and 3 legal justification, for the requested sealing order. Again, competent evidence 4 supporting the application to file documents under seal must be provided by

declaration. 5 Any document that is not confidential, privileged, or otherwise protectable in its 6 entirety will not be filed under seal if the confidential portions can be redacted. If 7 documents can be redacted, then a redacted version for public viewing, omitting only 8 the confidential, privileged, or otherwise protectable portions of the document, shall be 9 filed. Any application that seeks to file documents under seal in their entirety should 10 include an explanation of why redaction is not feasible.

#### 11 4. DEFINITIONS

12 4.1 Action: the instant lawsuit entitled Stephen Rozzo v. Sun Pharmaceutical 13 Industries, Inc., Case No. 2:23-cv-07624. 14 4.2 Challenging Party: a Party or Non-Party that challenges the designation 15 of information or items under this Order. 16 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how 17 it is generated, stored or maintained) or tangible things that qualify for protection under 18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 19 Statement. 20 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 21 support staff). 22 4.5 Designating Party: a Party or Non-Party that designates information or 23 items that it produces in disclosures or in responses to discovery as 24 “CONFIDENTIAL.”

25 4.6 Disclosure or Discovery Material: all items or information, regardless of 26 the medium or manner in which it is generated, stored, or maintained (including, among 27 other things, testimony, transcripts, and tangible things), that are produced or generated 28 in disclosures or responses to discovery. 1 4.7 Expert: a person with specialized knowledge or experience in a matter 2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 3 expert witness or as a consultant in this Action. 4 4.8 House Counsel: attorneys who are employees of a party to this Action. 5 House Counsel does not include Outside Counsel of Record or any other outside 6 counsel. 7 4.9 Non-Party: any natural person, partnership, corporation, association, or 8 other legal entity not named as a Party to this action. 9 4.10 Outside Counsel of Record: attorneys who are not employees of a party to 10 this Action but are retained to represent a party to this Action and have appeared in this 11 Action on behalf of that party or are affiliated with a law firm which has appeared on 12 behalf of that party, and includes support staff. 13 4.11 Party: any party to this Action, including all of its officers, directors, 14 employees, consultants, retained experts, and Outside Counsel of Record (and their 15 support staffs). 16 4.12 Producing Party: a Party or Non-Party that produces Disclosure or 17 Discovery Material in this Action. 18 4.13 Professional Vendors: persons or entities that provide litigation support 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or 20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and 21 their employees and subcontractors. 22 4.14 Protected Material: any Disclosure or Discovery Material that is 23 designated as “CONFIDENTIAL.” 24 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material 25 from a Producing Party.

#### 26 5. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected 28 Material (as defined above), but also (1) any information copied or extracted from 1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 2 Material; and (3) any testimony, conversations, or presentations by Parties or their 3 Counsel that might reveal Protected Material. 4 Any use of Protected Material at trial shall be governed by the orders of the trial 5 judge and other applicable authorities. This Order does not govern the use of Protected 6 Material at trial.

## 7 6. DURATION

8 Once a case proceeds to trial, information that was designated as 9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as 10 an exhibit at trial becomes public and will be presumptively available to all members 11 of the public, including the press, unless compelling reasons supported by specific 12 factual findings to proceed otherwise are made to the trial judge in advance of the trial. 13 See *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing 14 documents produced in discovery from “compelling reasons” standard when merits- 15 related documents are part of court record). Accordingly, the terms of this protective 16 order do not extend beyond the commencement of the trial.

## 17 7. DESIGNATING PROTECTED MATERIAL

18 7.1 Exercise of Restraint and Care in Designating Material for Protection. 19 Each Party or Non-Party that designates information or items for 20 protection under this Order must take care to limit any such designation to specific 21 material that qualifies under the appropriate standards. The Designating Party must 22 designate for protection only those parts of material, documents, items, or oral or written 23 communications that qualify so that other portions of the material, documents, items, or 24 communications for which protection is not warranted are not swept unjustifiably 25 within the ambit of this Order. 26 Mass, indiscriminate, or routinized designations are prohibited. Designations that 27 are shown to be clearly unjustified or that have been made for an improper purpose 28 (e.g., to unnecessarily encumber the case development process or to impose 1 unnecessary expenses and burdens on other parties) may expose the Designating Party 2 to sanctions. 3 If it comes to a Designating Party’s attention that information or items that it 4 designated for protection do not qualify for protection, that Designating Party must 5 promptly notify all other Parties that it is withdrawing the inapplicable designation. 6 7.2 Manner and Timing of Designations. Except as otherwise provided in this 7 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that 8 qualifies for protection under this Order must be clearly so designated before the 9 material is disclosed or produced. 10 Designation in conformity with this Order requires: 11 (a) for information in documentary form (e.g., paper or electronic documents, 12 but excluding transcripts of depositions or other pretrial or trial proceedings), that the 13 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter 14 “CONFIDENTIAL legend”), to each page that contains protected material. If only a 15 portion of the material on a page qualifies for protection, the Producing Party also must 16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the 17 margins). 18 A Party or

Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). 1 (b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. 4 (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s). 10 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 15 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 8.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. 19 8.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1, et seq. 21 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2. 23 8.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## 3 9. ACCESS TO AND USE OF PROTECTED MATERIAL

4 9.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order.

When the Action has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

- (a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (d) the court and its personnel;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) any mediators or settlement officers, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

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

- (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with

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

#### 7 11. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 8 IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non- 10 Party in this  
Action and designated as “CONFIDENTIAL.” Such information produced 11 by Non-Parties in  
connection with this litigation is protected by the remedies and relief 12 provided by this Order.  
Nothing in these provisions should be construed as prohibiting 13 a Non-Party from seeking  
additional protections. 14 (b) In the event that a Party is required, by a valid discovery request, to  
15 produce a Non-Party’s confidential information in its possession, and the Party is 16 subject to  
an agreement with the Non-Party not to produce the Non-Party’s confidential 17 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 20 a Non-  
Party; 21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective 22 Order in  
this Action, the relevant discovery request(s), and a reasonably specific 23 description of the  
information requested; and 24 (3) make the information requested available for inspection by the  
Non-Party, 25 if requested. 26 (c) If the Non-Party fails to seek a protective order from this court  
within 14 27 days of receiving the notice and accompanying information, the Receiving Party may  
28 produce the Non-Party’s confidential information responsive to the discovery request. 1 If the  
Non-Party timely seeks a protective order, the Receiving Party shall not produce 2 any information  
in its possession or control that is subject to the confidentiality 3 agreement with the Non-Party  
before a determination by the court. Absent a court order 4 to the contrary, the Non-Party shall  
bear the burden and expense of seeking protection 5 in this court of its Protected Material.

#### 6 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 8 Protected  
Material to any person or in any circumstance not authorized under this 9 Stipulated Protective  
Order, the Receiving Party must immediately (a) notify in writing 10 the Designating Party of the  
unauthorized disclosures, (b) use its best efforts to retrieve 11 all unauthorized copies of the  
Protected Material, (c) inform the person or persons to 12 whom unauthorized disclosures were  
made of all the terms of this Order, and (d) request 13 such person or persons to execute the  
“Acknowledgment and Agreement to Be Bound” 14 attached hereto as Exhibit A.

#### 15 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain 18 inadvertently

produced material is subject to a claim of privilege or other protection, 19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior 22  
privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 23 parties  
reach an agreement on the effect of disclosure of a communication or 24 information covered by  
the attorney-client privilege or work product protection, the 25 parties may incorporate their  
agreement in the stipulated protective order submitted to 26 the court. 27 28

#### 1 14. MISCELLANEOUS

2 14.1 Right to Further Relief. Nothing in this Order abridges the right of any 3 person to seek its  
modification by the Court in the future. 4 14.2 Right to Assert Other Objections. By stipulating to  
the entry of this 5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this 7 Stipulated  
Protective Order. Similarly, no Party waives any right to object on any 8 ground to use in evidence  
of any of the material covered by this Protective Order. 9 14.3 Filing Protected Material. A Party  
that seeks to file under seal any 10 Protected Material must comply with Local Civil Rule 79-5.  
Protected Material may 11 only be filed under seal pursuant to a court order authorizing the  
sealing of the specific 12 Protected Material. If a Party's request to file Protected Material under  
seal is denied 13 by the court, then the Receiving Party may file the information in the public  
record 14 unless otherwise instructed by the court.

#### 15 15. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60 17 days of a  
written request by the Designating Party, each Receiving Party must return all 18 Protected  
Material to the Producing Party or destroy such material. As used in this 19 subdivision, "all  
Protected Material" includes all copies, abstracts, compilations, 20 summaries, and any other  
format reproducing or capturing any of the Protected 21 Material. Whether the Protected Material  
is returned or destroyed, the Receiving Party 22 must submit a written certification to the  
Producing Party (and, if not the same person 23 or entity, to the Designating Party) by the 60 day  
deadline that (1) identifies (by 24 category, where appropriate) all the Protected Material that was  
returned or destroyed 25 and (2) affirms that the Receiving Party has not retained any copies,  
abstracts, 26 compilations, summaries or any other format reproducing or capturing any of the 27  
Protected Material. Notwithstanding this provision, Counsel are entitled to retain an 28 archival  
copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, 1 legal memoranda,  
correspondence, deposition and trial exhibits, expert reports, attorney 2 work product, and  
consultant and expert work product, even if such materials contain 3 Protected Material. Any such  
archival copies that contain or constitute Protected 4 Material remain subject to this Protective  
Order as set forth in Section 6 (DURATION).

#### 5 16. VIOLATION

6 Any violation of this Order may be punished by any and all appropriate measures 7 including, without limitation, contempt proceedings and/or monetary sanctions. 8 9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 10 11 DATED: February 20, 2025

K2 EMPLOYMENT LAW

12 13 By: /s/ Douglas Hoang Douglas Hoang 14 Attorneys for Plaintiff

STEPHEN ROZZO

15 16 DATED: February 20, 2025

REED SMITH LLP

17 18 By: /s/ Corrie J. Buck Michael R. Kleinmann 19 Corrie J. Buck Attorneys for Defendant

20 SUN PHARMACEUTICAL

INDUSTRIES, INC. 21

22

23 ATTESTATION

24 I, Corrie J. Buck, attest that all signatories listed, and on whose behalf the filing 25 is submitted, concur in the filing's content and have authorized the filing. 26 27 28 1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 2

3 DATED: 2/21/2025 \_\_\_\_\_

HON. A. JOEL RICHLIN

4 United States Magistrate Judge 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ 4 [print or type full address], declare under penalty of perjury that I have read in its 5 entirety and understand the Stipulated Protective Order that was issued by the United 6 States District Court for the Central District of California on [date] in the case of 7 Stephen Rozzo v. Sun Pharmaceutical Industries, Inc., Case No. 2:23-cv-07624. I 8 agree to comply with and to be bound by all the terms of this Stipulated Protective 9 Order and I understand and acknowledge that failure to so comply could expose me to 10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not 11 disclose in any manner any information or item that is subject to this Stipulated 12 Protective Order to any person or entity except in strict compliance with the 13 provisions of this Order. I further agree to submit to the jurisdiction of the United 14 States District Court for the Central District of California for the purpose of enforcing 15 the terms of this Stipulated Protective Order, even if such enforcement proceedings 16 occur after termination of this action. I hereby appoint \_\_\_\_\_ [print 17 or type full name] of \_\_\_\_\_ [print or type full address and telephone 18 number] as my California agent for service of process in connection with this action or 19 any proceedings related to enforcement of this Stipulated

Protective Order. 20 Date: 21 City and State where sworn and signed: 22 23 Printed name: 24 25  
Signature: 26 27 28

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