

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Ryan Tan v. Nurse-Family Partnership dba Changent

Tan v. Nurse-Family Partnership · No. 25-cv-02944-DAD-CSK · Decided January 14, 2026

OPINION

] 2 3 4 5 6 UNITED STATES DISTRICT COURT 7 FOR THE EASTERN DISTRICT OF
CALIFORNIA 8 9 RYAN TAN, Case No. 25-cv-02944-DAD-CSK 10 Plaintiff, ORDER
GRANTING MODIFIED 4 y STIPULATED PROTECTIVE ORDER (ECF No. 12) 12 ||
NURSE-FAMILY PARTNERSHIP DBA 3 CHANGENT, Defendant. 14 15 The Court has
reviewed the parties' stipulated protective order below (ECF No. 16 || 12), and finds it comports
with the relevant authorities and the Court's Local Rule.

See 17 || L.R. 141.1. The Court APPROVES the protective order, subject to the following 18 ||
clarification. 19 The Court's Local Rules indicate that once an action is closed, it "will not retain
20 || jurisdiction over enforcement of the terms of any protective order filed in that action." 21 ||
L.R. 141.1(f); see Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, 22 || at *2
(E.D.

Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain 23 || jurisdiction for
disputes concerning protective orders after closure of the case). Thus, the 24 || Court will not
retain jurisdiction over this protective order once the case is closed. 25 || Dated: January 14, 2026
OC iy \$ 26 CHI SOO KIM 27 |) 4 semsoaas UNITED STATES MAGISTRATE JUDGE 28 1
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DISTRICT COURT 10 EASTERN DISTRICT OF CALIFORNIA 11 12 Ryan Tan, an individual,
Case No. 25-cv-02944-DAD-CSK 13 Plaintiff, STIPULATION AND [PROPOSED]
PROTECTIVE ORDER 14 v. Assigned to Hon. Dale A. Drozd and 15 Nurse-Family Partnership,
a Colorado Magistrate Judge Chi Soo Kim nonprofit corporation, dba Changent, 16 Defendant.

17 18 19 STIPULATION 20 Plaintiff Ryan Tan and Defendant Nurse-Family Partnership
(collectively, the 21 "Parties"), by and through their undersigned counsel, hereby stipulate and
agree, subject to 22 approval by the Court, to the entry of the following Confidentiality and
Protective Order 23 pursuant to Federal Rule of Civil Procedure 26(c) and Eastern District of
California Local 24 Rule 141.1.

25 The Parties submit this stipulation jointly and represent that good cause exists for 26 entry of
the proposed Order as set forth below. 27 28 1 2 Dated: January 12, 2026 3 TAFT STETTINIUS

& HOLLISTER LLP 4 5 By:/s/ Carrie M. Francis 6 Carrie Francis Attorneys for Defendant
Changent 7 8 RYAN TAN 9 10 By:/s/ Ryan Tan 11 Ryan Tan, Plaintiff in Pro Per 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27 28 1 [PROPOSED] ORDER 1.

Purposes and Limitations 2 Disclosure and discovery activity in this action are likely to involve
production 3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation 5 may be
warranted.

Accordingly, the parties hereby stipulate to and petition the court 6 to enter the following
Stipulated Protective Order. The parties acknowledge that this 7 Order does not confer blanket
protections on all disclosures or responses to discovery 8 and that the protection it affords from
public disclosure and use extends only to the 9 limited information or items that are entitled to
confidential treatment under the 10 applicable legal principles.

The parties further acknowledge that this Stipulated 11 Protective Order does not entitle them to
file confidential information under seal; 12 Local Rule 141 sets forth the procedures that must be
followed and the standards that 13 will be applied when a party seeks permission from the court to
file material under 14 seal. 15 2. Definitions 16 2.1 Challenging Party: a Party or Non-Party that
challenges the 17 designation of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of 19 how it is
generated, stored or maintained) or tangible things that qualify for 20 protection under Federal
Rule of Civil Procedure 26(c). 21 2.3 Counsel (without qualifier): Outside Counsel of Record and
House 22 Counsel (as well as their support staff). 23 2.4 Designating Party: a Party or Non-Party
that designates information 24 or items that it produces in disclosures or in responses to discovery
as 25 “CONFIDENTIAL.” 26 2.5 Disclosure or Discovery Material: all items or information,
regardless 27 of the medium or manner in which it is generated, stored, or maintained (including,
28 1 among other things, testimony, transcripts, and tangible things), that are produced or 2
generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter 4 pertinent to the
litigation who has been retained by a Party or its counsel to serve as 5 an expert witness or as a
consultant in this action. 6 2.7 House Counsel: attorneys who are employees of a party to this
action. 7 House Counsel does not include Outside Counsel of Record or any other outside 8
counsel.

9 2.8 Non-Party: any natural person, partnership, corporation, association, 10 or other legal entity
not named as a Party to this action. 11 2.9 Outside Counsel of Record: attorneys who are not
employees of a party 12 to this action but are retained to represent or advise a party to this action

and have 13 appeared in this action on behalf of that party or are affiliated with a law firm which 14 has appeared on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors, 16 employees, consultants, retained experts, and Outside Counsel of Record (and 17 their support staffs). 18 2.11 Producing Party: a Party or Non-Party that produces Disclosure 19 or Discovery Material in this action. 20 2.12 Professional Vendors: persons or entities that provide litigation support 21 services (e.g., photocopying, videotaping, translating, preparing exhibits or 22 demonstrations, and organizing, storing, or retrieving data in any form or medium) 23 and their employees and subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is 25 designated as “CONFIDENTIAL.” 26 2.14 Receiving Party: a Party that receives Disclosure or Discovery 27 Material from a Producing Party. 28 1 3. Categories of Information Eligible for Protection (LR 141.1(c)(1)) 2 The parties seek protection only for limited categories of information 3 exchanged in discovery that are non-public, sensitive, and the disclosure of which 4 could result in harm.

Specifically, the categories of information eligible for protection 5 under this Order include: 6 a. Confidential personnel and employment records, including performance 7 evaluations, disciplinary records, compensation information, and internal 8 human resources investigations; 9 b. Proprietary business information, including internal policies, procedures, 10 training materials, and non-public business practices related to hiring, 11 promotion, discipline, and termination; 12 c. Confidential financial information, including non-public financial data, 13 payroll records, bonus or incentive structures, and budgeting materials; 14 d. Personally identifiable information (“PII”) of current or former employees 15 or third parties, including Social Security numbers, home addresses, personal 16 telephone numbers, dates of birth, and similar identifying information; 17 e. Sensitive internal communications, including non-public emails, 18 memoranda, and internal correspondence concerning personnel decisions or 19 employment practices.

20 4. Particularized Need for Protection (LR 141.1(c)(2)) 21 Good cause exists for protection of each category of information identified 22 above. Disclosure of confidential personnel and employment records could violate 23 employee privacy rights and subject the producing party to legal and reputational 24 harm. See, e.g., *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033–34 (9th Cir.

25 1990). 26 Disclosure of proprietary business information and internal policies could 27 provide competitors or third parties with insight into non-public business operations, 28 1 resulting in competitive harm. The information is maintained as confidential in the 2 ordinary course of business and is not publicly available. 3 Disclosure of confidential financial information could

expose sensitive 4 business data and compensation practices, potentially causing financial and 5 competitive injury.

6 Disclosure of personally identifiable information presents a substantial risk of 7 identity theft, harassment, or misuse, and implicates recognized privacy interests 8 under federal and California law. 9 Disclosure of sensitive internal communications regarding personnel matters 10 could chill candid internal discussions, undermine employer decision-making 11 processes, and unfairly prejudice the producing party outside the context of this 12 litigation.

13 For each of these categories, unrestricted public disclosure would result in 14 specific, identifiable harm that outweighs the public's interest in access to this 15 information at the discovery stage. 16 5. Necessity of a Court-Entered Protective Order (LR 141.1(c)(3)) 17 A court-entered protective order is necessary because discovery materials may 18 be disclosed to third parties, experts, or filed with the Court, and a private agreement 19 between the parties would be insufficient to ensure enforceability or compliance.

20 Absent a court order, the parties would lack an effective mechanism to prevent 21 misuse or unauthorized disclosure of confidential information or to obtain relief in 22 the event of a violation. Moreover, discovery disputes or third-party subpoenas could 23 require judicial enforcement of confidentiality obligations. 24 A court-entered protective order provides clear, enforceable standards 25 governing the handling, use, and disclosure of confidential information and promotes 26 the efficient exchange of discovery while safeguarding legitimate privacy and 27 proprietary interests.

28 6. Scope 1 The protections conferred by this Stipulation and Order cover not only Protected 2 Material (as defined above), but also (1) any information copied or extracted from 3 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 4 Material; and (3) any testimony, conversations, or presentations by Parties or their 5 Counsel that might reveal Protected Material.

However, the protections conferred by 6 this Stipulation and Order do not cover the following information: (a) any 7 information that is in the public domain at the time of disclosure to a Receiving Party 8 or becomes part of the public domain after its disclosure to a Receiving Party as a 9 result of publication not involving a violation of this Order, including becoming part 10 of the public record through trial or otherwise; and (b) any information known to the 11 Receiving Party prior to the disclosure or obtained by the Receiving Party after the 12 disclosure from a source who obtained the information lawfully and under no 13 obligation of confidentiality to the Designating Party.

Any use of Protected Material 14 at trial shall be governed by a separate agreement or order. 15 7. Duration 16 Even after final disposition of this litigation, the confidentiality obligations 17

imposed by this Order shall remain in effect until a Designating Party agrees 18 otherwise in writing or a court order otherwise directs. Final disposition shall be 19 deemed to be the later of (1) dismissal of all claims and defenses in this action, with 20 or without prejudice; and (2) final judgment herein after the completion and 21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, 22 including the time limits for filing any motions or applications for extension of time 23 pursuant to applicable law.

24 8. Designating Protected Material 25 8.1 Exercise of Restraint and Care in Designating Material for Protection. 26 Each Party or Non-Party that designates information or items for protection under 27 this Order must take care to limit any such designation to specific material that 28 qualifies under the appropriate standards.

The Designating Party must designate for 1 protection only those parts of material, documents, items, or oral or written 2 communications that qualify – so that other portions of the material, documents, 3 items, or communications for which protection is not warranted are not swept 4 unjustifiably within the ambit of this Order. 5 Mass, indiscriminate, or routinized designations are prohibited.

Designations 6 that are shown to be clearly unjustified or that have been made for an improper 7 purpose (e.g., to unnecessarily encumber or retard the case development process or 8 to impose unnecessary expenses and burdens on other parties) expose the 9 Designating Party to sanctions. 10 If it comes to a Designating Party's attention that information or items that it 11 designated for protection do not qualify for protection, that Designating Party must 12 promptly notify all other Parties that it is withdrawing the mistaken designation.

13 8.2 Manner and Timing of Designations. Except as otherwise provided in this 14 Order, or as otherwise stipulated or ordered, Disclosure or Discovery 15 Material that qualifies for protection under this Order must be clearly so 16 designated before the material is disclosed or produced. 17 Designation in conformity with this Order requires: 18 (a) For information in documentary form (e.g., paper or electronic 19 documents, but excluding transcripts of depositions or other pretrial or trial 20 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each 21 page that contains protected material.

If only a portion or portions of the material on 22 a page qualifies for protection, the Producing Party also must clearly identify the 23 protected portion(s) (e.g., by making appropriate markings in the margins). 24 A Party or Non-Party that makes original documents or materials available for 25 inspection need not designate them for protection until after the inspecting Party has 26 indicated which material it would like copied and produced.

During the inspection 27 and before the designation, all of the material made available for inspection shall be 28 1 deemed "CONFIDENTIAL." After the inspecting Party has identified the

2 documents it wants copied and produced, the Producing Party must determine which 3 documents, or portions thereof, qualify for protection under this Order. Then, before 4 producing the specified documents, the Producing Party must affix the 5 “CONFIDENTIAL” legend to each page that contains Protected Material.

If only a 6 portion or portions of the material on a page qualifies for protection, the Producing 7 Party also must clearly identify the protected portion(s) (e.g., by making appropriate 8 markings in the margins). 9 (b) For testimony given in deposition or in other pretrial or trial 10 proceedings, that the Designating Party identify on the record, before the close 11 of the deposition, hearing, or other proceeding, all protected testimony.

12 (c) for information produced in some form other than documentary and for 13 any other tangible items, that the Producing Party affix in a prominent place on the 14 exterior of the container or containers in which the information or item is stored the 15 legend “CONFIDENTIAL.” If only a portion or portions of the information or item 16 warrant protection, the Producing Party, to the extent practicable, shall identify the 17 protected portion(s).

18 8.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 19 failure to designate qualified information or items does not, standing alone, waive 20 the Designating Party’s right to secure protection under this Order for such material. 21 Upon timely correction of a designation, the Receiving Party must make reasonable 22 efforts to assure that the material is treated in accordance with the provisions of this 23 Order.

24 9. Challenging Confidentiality Designations 25 9.1 Timing of Challenges. Any Party or Non-Party may challenge a 26 designation of confidentiality at any time. Unless a prompt challenge to a Designating 27 Party’s confidentiality designation is necessary to avoid foreseeable, substantial 28 unfairness, unnecessary economic burdens, or a significant disruption or delay of the 1 litigation, a Party does not waive its right to challenge a confidentiality designation 2 by electing not to mount a challenge promptly after the original designation is 3 disclosed.

4 9.2 Meet and Confer. The Challenging Party shall initiate the dispute 5 resolution process by providing written notice of each designation it is challenging 6 and describing the basis for each challenge. To avoid ambiguity as to whether a 7 challenge has been made, the written notice must recite that the challenge to 8 confidentiality is being made in accordance with this specific paragraph of the 9 Protective Order.

The parties shall attempt to resolve each challenge in good faith and 10 must begin the process by conferring directly (in voice to voice dialogue; other forms 11 of communication are not sufficient) within 14 days of the date of service of notice. 12 In conferring, the Challenging Party must explain the basis for its belief that the 13 confidentiality designation was not proper and must give the Designating Party an 14 opportunity to review the designated material, to reconsider the

circumstances, and, 15 if no change in designation is offered, to explain the basis for the chosen designation.

16 A Challenging Party may proceed to the next stage of the challenge process only if it 17 has engaged in this meet and confer process first or establishes that the Designating 18 Party is unwilling to participate in the meet and confer process in a timely manner. 19 9.3 Judicial Intervention. If the Parties cannot resolve a challenge without 20 court intervention, the Designating Party shall file and serve a motion to retain 21 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 22 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days 23 of the parties agreeing that the meet and confer process will not resolve their dispute, 24 whichever is earlier.

Each such motion must be accompanied by a competent 25 declaration affirming that the movant has complied with the meet and confer 26 requirements imposed in the preceding paragraph. Failure by the Designating Party 27 to make such a motion including the required declaration within 21 days (or 14 days, 28 if applicable) shall automatically waive the confidentiality designation for each 1 challenged designation.

In addition, the Challenging Party may file a motion 2 challenging a confidentiality designation at any time if there is good cause for doing 3 so, including a challenge to the designation of a deposition transcript or any portions 4 thereof. Any motion brought pursuant to this provision must be accompanied by a 5 competent declaration affirming that the movant has complied with the meet and 6 confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the 8 Designating Party. Frivolous challenges, and those made for an improper purpose 9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may 10 expose the Challenging Party to sanctions. Unless the Designating Party has waived 11 the confidentiality designation by failing to file a motion to retain confidentiality as 12 described above, all parties shall continue to afford the material in question the level 13 of protection to which it is entitled under the Producing Party's designation until the 14 court rules on the challenge.

15 10. Access to and Use of Protected Material 16 10.1 Basic Principles. A Receiving Party may use Protected Material that is 17 disclosed or produced by another Party or by a Non-Party in connection with this 18 case only for prosecuting, defending, or attempting to settle this litigation. Such 19 Protected Material may be disclosed only to the categories of persons and under the 20 conditions described in this Order.

When the litigation has been terminated, a 21 Receiving Party must comply with the provisions of section 16 below (FINAL 22 DISPOSITION). Protected Material must be stored and maintained by a Receiving 23 Party at a location and in a secure manner that ensures that access is limited to

the 24 persons authorized under this Order. 25 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless otherwise 26 ordered by the court or permitted in writing by the Designating Party, a Receiving 27 Party may disclose any information or item designated “CONFIDENTIAL” only to: 28 1 (a) the Receiving Party’s Outside Counsel of Record in this action, as well 2 as employees of said Outside Counsel of Record to whom it is reasonably necessary 3 to disclose the information for this litigation and who have signed the 4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit 5 A; 6 (b) the officers, directors, and employees (including House Counsel) of 7 the Receiving Party to whom disclosure is reasonably necessary for this litigation 8 and who have signed the “Acknowledgment and Agreement to Be Bound” 9 (Exhibit A); 10 (c) Experts (as defined in this Order) of the Receiving Party to whom 11 disclosure is reasonably necessary for this litigation and who have signed the 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 13 (d) the court and its personnel; 14 (e) court reporters and their staff, professional jury or trial consultants, 15 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary 16 for this litigation and who have signed the “Acknowledgment and Agreement to Be 17 Bound” (Exhibit A); 18 (f) during their depositions, witnesses in the action to whom disclosure 19 is reasonably necessary and who have signed the “Acknowledgment and 20 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the 21 Designating Party or ordered by the court.

Pages of transcribed deposition 22 testimony or exhibits to depositions that reveal Protected Material must be 23 separately bound by the court reporter and may not be disclosed to anyone 24 except as permitted under this Stipulated Protective Order. 25 (g) the author or recipient of a document containing the information 26 or a custodian or other person who otherwise possessed or knew the 27 information.

28 1 11. Protected Material and Subpoenaed or Ordered Produced in Other 2 Litigation 3 If a Party is served with a subpoena or a court order issued in other litigation 4 that compels disclosure of any information or items designated in this action as 5 “CONFIDENTIAL,” that Party must: 6 (a) promptly notify in writing the Designating Party. Such notification 7 shall include a copy of the subpoena or court order; 8 (b) promptly notify in writing the party who caused the subpoena or order 9 to issue in the other litigation that some or all of the material covered by the subpoena 10 or order is subject to this Protective Order.

Such notification shall include a copy of 11 this Stipulated Protective Order; and 12 (c) cooperate with respect to all reasonable procedures sought to be 13 pursued by the Designating Party whose Protected Material may be affected. 14 If the Designating Party timely seeks a protective order, the Party served with 15 the subpoena or court order shall not produce any information designated

in this 16 action as “CONFIDENTIAL” before a determination by the court from which the 17 subpoena or order issued, unless the Party has obtained the Designating Party’s 18 permission.

The Designating Party shall bear the burden and expense of seeking 19 protection in that court of its confidential material – and nothing in these provisions 20 should be construed as authorizing or encouraging a Receiving Party in this action 21 to disobey a lawful directive from another court. 22 12. A Non-Party’s Protected Material Sought to be Produced in this 23 Litigation 24 (a) The terms of this Order are applicable to information produced by a 25 Non-Party in this action and designated as “CONFIDENTIAL.” Such information 26 produced by Non-Parties in connection with this litigation is protected by the 27 remedies and relief provided by this Order.

Nothing in these provisions should be 28 construed as prohibiting a Non-Party from seeking additional protections. 1 (b) In the event that a Party is required, by a valid discovery request, to 2 produce a Non-Party’s confidential information in its possession, and the Party is 3 subject to an agreement with the Non-Party not to produce the Non-Party’s 4 confidential information, then the Party shall: 5 (1) promptly notify in writing the Requesting Party and the Non-Party 6 that some or all of the information requested is subject to a confidentiality agreement 7 with a Non-Party; 8 (2) promptly provide the Non-Party with a copy of the Stipulated 9 Protective Order in this litigation, the relevant discovery request(s), and a 10 reasonably specific description of the information requested; and 11 (3) make the information requested available for inspection by the Non- 12 Party.

13 (c) If the Non-Party fails to object or seek a protective order from this court 14 within 14 days of receiving the notice and accompanying information, the Receiving 15 Party may produce the Non-Party’s confidential information responsive to the 16 discovery request. If the Non-Party timely seeks a protective order, the Receiving 17 Party shall not produce any information in its possession or control that is subject to 18 the confidentiality agreement with the Non-Party before a determination by the court.

19 Absent a court order to the contrary, the Non-Party shall bear the burden and expense 20 of seeking protection in this court of its Protected Material. 21 13. Unauthorized Disclosure of Protected Material 22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 23 Protected Material to any person or in any circumstance not authorized under this 24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 27 persons to whom unauthorized disclosures were made of all the terms of this Order, 28 1 and (d) request such person or persons to execute the “Acknowledgment and 2 Agreement to Be Bound” that is attached hereto as Exhibit A. 3 14.

Inadvertent Production of Privileged or Otherwise Protected Material 4 When a Producing Party gives notice to Receiving Parties that certain 5 inadvertently produced material is subject to a claim of privilege or other protection, 6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 8 may be established in an e-discovery order that provides for production without prior 9 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 10 parties reach an agreement on the effect of disclosure of a communication or 11 information covered by the attorney-client privilege or work product protection, the 12 parties may incorporate their agreement in the stipulated protective order submitted 13 to the court. 14 15. Miscellaneous 15 15.1 Right to Further Relief.

Nothing in this Order abridges the right of any 16 person to seek its modification by the court in the future. 17 15.2 Right to Assert Other Objections. By stipulating to the entry of this 18 Protective Order no Party waives any right it otherwise would have to object to 19 disclosing or producing any information or item on any ground not addressed in this 20 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 21 ground to use in evidence of any of the material covered by this Protective Order. 22 15.3 Filing Protected Material. Without written permission from the 23 Designating Party or a court order secured after appropriate notice to all interested 24 persons, a Party may not file in the public record in this action any Protected Material.

25 A Party that seeks to file under seal any Protected Material must comply with Civil 26 Local Rule 141. Protected Material may only be filed under seal pursuant to a court 27 order authorizing the sealing of the specific Protected Material at issue. Pursuant to 28 Civil Local Rule 141, a sealing order will issue only upon a request establishing that 1 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise 2 entitled to protection under the law.

3 16. Final Disposition 4 Within 60 days after the final disposition of this action, as defined in Section 5 7, each Receiving Party must return all Protected Material to the Producing Party or 6 destroy such material.

As used in this subdivision, “all Protected Material” includes 7 all copies, abstracts, compilations, summaries, and any other format reproducing or 8 capturing any of the Protected Material. Whether the Protected Material is returned 9 or destroyed, the Receiving Party must submit a written certification to the 10 Producing Party (and, if not the same person or entity, to the Designating Party) by 11 the 60 day deadline that (1) identifies (by category, where appropriate) all the 12 Protected Material that was returned or destroyed and (2) affirms that the Receiving 13

Party has not retained any copies, abstracts, compilations, summaries or any other 14 format reproducing or capturing any of the Protected Material.

Notwithstanding this 15 provision, Counsel are entitled to retain an archival copy of all pleadings, motion 16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, 17 deposition and trial exhibits, expert reports, attorney work product, and consultant 18 and expert work product, even if such materials contain Protected Material.

Any 19 such archival copies that contain or constitute Protected Material remain subject to 20 this Protective Order as set forth in Section 7 (DURATION). 21 22 23 24 25 26 27 28