

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Eric Hayde and Megan Wheeler, individually and on behalf of all
others similarly situated v. Arcadia Consumer Healthcare Inc., a
Delaware corporation**

Hayde v. Arcadia · No. 8:24-cv-02657-JDE · Decided January 9, 2026

SUMMARY

This document is a Stipulated Protective Order entered by the United States District Court for the Central District of California in Hayde v. Arcadia Consumer Healthcare Inc. It governs the designation, use, disclosure, challenge, filing, and disposition of confidential discovery materials, including privileged material and non-party information. The order was entered for good cause on January 9, 2026, by Magistrate Judge John D. Early.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	John D. Early
DECIDED	January 9, 2026
DOCKET	8:24-cv-02657-JDE
DISPOSITION	other
PROCEDURAL POSTURE	The district court entered a stipulated protective order governing the treatment, disclosure, use, sealing, challenge, and disposition of confidential discovery material in the pending putative class action.
STANDARD OF REVIEW	The court applied the good-cause standard for a discovery protective order and incorporated the applicable good-cause and compelling-reasons standards for sealing judicial records.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Eric Hayde, Megan Wheeler v. Arcadia Consumer Healthcare Inc.

TOPICS

- discovery dispute
- civil procedure
- commercial litigation
- consumer protection
- sanctions

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether good cause supported entry of a stipulated protective order governing confidential discovery material.
2. What procedures should govern designation, disclosure, challenge, sealing, inadvertent production, and final disposition of protected material.
3. What showing is required to file protected material under seal in connection with non-dispositive motions, dispositive motions, or trial.

HOLDINGS

1. Good cause supported entry of the parties' stipulated protective order to protect qualifying confidential, proprietary, private, commercial, financial, technical, and potentially privileged discovery material from inappropriate public disclosure or use.
2. Material designated as confidential under the order may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to the categories of persons and under the conditions specified in the order.
3. The protective order does not itself authorize filing confidential material under seal; a party must separately comply with Central District of California Local Civil Rule 79-5 and make the showing required for the particular filing.
4. Within 30 days after final disposition of the action, each receiving party must return or destroy protected material and provide written certification, subject to the order's archival-copy exception for counsel.

KEY QUOTATIONS

“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (at 2-3)

“This Order does not confer blanket protections on all disclosures or responses to discovery and the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.” (at 2)

“Within 30 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material.” (at 14)

FACTUAL BACKGROUND

The pending action is likely to involve production of trade secrets, customer and pricing lists, and other confidential commercial, financial, technical, proprietary, and potentially privileged information. The parties sought special protection against public disclosure and use of such information for purposes unrelated to prosecuting, defending, or settling the litigation. The court found good cause to enter a protective order but emphasized that confidentiality designations must be limited to material entitled to protection under applicable legal principles.

PROCEDURAL HISTORY

The parties submitted a stipulation requesting entry of a protective order. The court found good cause and ordered the stipulated protective-order terms, including procedures for confidentiality designations, challenges, sealing applications, inadvertent production, access restrictions, and return or destruction of protected material.

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 Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010)

OPINION

2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION 11 ERIC HAYDE and MEGAN WHEELER, Case No. 8:24-cv-
02657-JDE 12 individually and on behalf of all others similarly situated, STIPULATED
PROTECTIVE 13 ORDER 14 Plaintiffs, Assigned to the Hon. John D. Early 15 vs. 16 ARCADIA
CONSUMER 17 HEALTHCARE INC., a Delaware 18 corporation, 19 Defendant.

20 21 Based on the parties’ Stipulation and for good cause shown, the Court finds 22 and orders as
follows. 23 1. PURPOSES AND LIMITATIONS 24 Discovery in this action is likely to involve
production of confidential, 25 proprietary or private information for which special protection from
public 26 disclosure and from use for any purpose other than pursuing this litigation may be 27
warranted.

Accordingly, the Court enters the following Stipulated Protective Order. 28 This Order does not
confer blanket protections on all disclosures or responses to discovery and the protection it affords
from public disclosure and use extends only 2 to the limited information or items that are entitled
to confidential treatment under 3 the applicable legal principles.

4 2. GOOD CAUSE STATEMENT 5 This action is likely to involve trade secrets, customer and
pricing lists and 6 other valuable research, development, commercial, financial, technical and/or 7
proprietary information for which special protection from public disclosure and 8 from use for any
purpose other than prosecution of this action is warranted. Such 9 confidential and proprietary
materials and information consist of, among other 10 things, confidential business or financial
information, information regarding 11 confidential business practices, or other confidential
research, development, or 12 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.

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.

3. ACKNOWLEDGEMENT OF UNDER SEAL FILING PROCEDURE

The parties further acknowledge, as set forth in Section 14.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases. In connection with non-dispositive 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 Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and a specific showing of good cause or compelling reasons with proper evidentiary support and legal justification, must be made with respect to Protected Material that a party seeks to file under seal.

The parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL does not—without the submission of competent evidence by declaration, establishing that the material sought to be filed under seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause. Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief 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 of information, document, or thing sought to be filed or introduced under seal, the party seeking protection must articulate compelling reasons, supported by specific facts and legal

justification, for the requested sealing 23 order. Again, competent evidence supporting the application to file documents 24 under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in 26 its entirety will not be filed under seal if the confidential portions can be redacted. If 27 documents can be redacted, then a redacted version for public viewing, omitting 28 only the confidential, privileged, or otherwise protectable portions of the document, shall be filed.

Any application that seeks to file documents under seal in their 2 entirety should include an explanation of why redaction is not feasible. 3 4. DEFINITIONS 4 4.1 Action: All references to “Action,” “this action,” or “the action” refer 5 to this pending federal lawsuit, Hayde v. Arcadia Consumer Healthcare Inc., No. 6 8:24-CV-02657-JDE (C.D. Cal.). 7 4.2 Challenging Party: A Party or Non-Party that challenges the 8 designation of information or items under this Order.

9 4.3 “CONFIDENTIAL” Information or Items: Information (regardless of 10 how it is generated, stored or maintained) or tangible things that qualify for 11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 12 the Good Cause Statement. 13 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as 14 their support staff).

15 4.5 Designating Party: A Party or Non-Party that designates information or 16 items that it produces in disclosures or in responses to discovery as 17 “CONFIDENTIAL.” 18 4.6 Disclosure or Discovery Material: All items or information, regardless 19 of the medium or manner in which it is generated, stored, or maintained (including, 20 among other things, testimony, transcripts, and tangible things), that are produced 21 or generated in disclosures or responses to discovery.

22 4.7 Expert: A person with specialized knowledge or experience in a matter 23 pertinent to the litigation who has been retained by a Party or its counsel to serve as 24 an expert witness or as a consultant in this Action. 25 4.8 House Counsel: Attorneys who are employees of a party to this Action. 26 House Counsel does not include Outside Counsel of Record or any other outside 27 counsel.

28 4.9 Non-Party: Any natural person, partnership, corporation, association or 2 other legal entity not named as a Party to this action. 3 4.10 Outside Counsel of Record: Attorneys who are not employees of a 4 party to this Action but are retained to represent a party to this Action and have 5 appeared in this Action on behalf of that party or are affiliated with a law firm that 6 has appeared on behalf of that party, and includes support staff.

7 4.11 Party: Any party to this Action, including all of its officers, directors, 8 employees, consultants, retained experts, and Outside Counsel of Record (and their 9 support staffs). 10 4.12 Producing Party: A Party or Non-Party that produces Disclosure or 11 Discovery Material in this Action. 12 4.13 Professional Vendors: Persons or entities that provide litigation support 13 services (e.g., photocopying, videotaping, translating, preparing exhibits or 14 demonstrations, and

organizing, storing, or retrieving data in any form or medium) 15 and their employees and subcontractors.

16 4.14 Protected Material: Any Disclosure or Discovery Material that is 17 designated as “CONFIDENTIAL.” 18 4.15 Receiving Party: A Party that receives Disclosure or Discovery 19 Material from a Producing Party. 20 5. SCOPE 21 The protections conferred by this Stipulation and Order cover not only 22 Protected Material (as defined above), but also (1) any information copied or 23 extracted from Protected Material; (2) all copies, excerpts, summaries, or 24 compilations of Protected Material; and (3) any testimony, conversations, or 25 presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the 27 trial judge and other applicable authorities. This Order does not govern the use of 28 Protected Material at trial. 6. DURATION 2 Once a case proceeds to trial, information that was designated as 3 CONFIDENTIAL or maintained pursuant to this protective order used or 4 introduced as an exhibit at trial becomes public and will be presumptively available 5 to all members of the public, including the press, unless compelling reasons 6 supported by specific factual findings to proceed otherwise are made to the trial 7 judge in advance of the trial.

See Kamakana, 447 F.3d at 1180-81 (distinguishing 8 “good cause” showing for sealing documents produced in discovery from 9 “compelling reasons” standard when merits-related documents are part of court 10 record). Accordingly, the terms of this protective order do not extend beyond the 11 commencement of the trial. 12 7. DESIGNATING PROTECTED MATERIAL 13 7.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection 15 under this Order must take care to limit any such designation to specific material 16 that qualifies under the appropriate standards.

The Designating Party must designate 17 for protection only those parts of material, documents, items or oral or written 18 communications that qualify so that other portions of the material, documents, items 19 or communications for which protection is not warranted are not swept unjustifiably 20 within the ambit of this Order. 21 Mass, indiscriminate or routinized designations are prohibited.

Designations 22 that are shown to be clearly unjustified or that have been made for an improper 23 purpose (e.g., to unnecessarily encumber the case development process or to impose 24 unnecessary expenses and burdens on other parties) may expose the Designating 25 Party to sanctions. 26 If it comes to a Designating Party’s attention that information or items that it 27 designated for protection do not qualify for protection, that Designating Party must 28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7.2 Manner and Timing of Designations. Except as otherwise provided in 2 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material 3 that qualifies for protection under this Order must be clearly so designated before 4 the material is disclosed or produced. 5 Designation in conformity with this Order requires: 6 (a) for information in documentary form (e.g., paper or electronic documents, 7 but excluding transcripts of depositions or other pretrial or trial proceedings), that 8 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” 9 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected 10 material.

If only a portion of the material on a page qualifies for protection, the 11 Producing Party also must clearly identify the protected portion(s) (e.g., by making 12 appropriate markings in the margins). 13 A Party or Non-Party that makes original documents available for inspection 14 need not designate them for protection until after the inspecting Party has indicated 15 which documents it would like copied and produced.

During the inspection and 16 before the designation, all of the material made available for inspection shall be 17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the 18 documents it wants copied and produced, the Producing Party must determine 19 which documents, or portions thereof, qualify for protection under this Order. Then, 20 before producing the specified documents, the Producing Party must affix the 21 “CONFIDENTIAL legend” to each page that contains Protected Material.

If only a 22 portion of the material on a page qualifies for protection, the Producing Party also 23 must clearly identify the protected portion(s) (e.g., by making appropriate markings 24 in the margins). 25 (b) for testimony given in deposition or in other pretrial or trial proceedings, 26 that the Designating Party identify on the record, before the close of the deposition, 27 hearing, or other proceeding, whether the testimony contains protected material.

28 When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may 2 qualify for protection, the Designating Party may invoke on the record (before the 3 deposition, hearing, or other proceeding is concluded), or by written notice to all 4 parties within three business days after the deposition, a right to make the 5 designation within 28 days from receipt of the transcript for such proceeding or the 6 rough transcript for the deposition.

If a party or non-party desires to protect 7 confidential information at trial, the issue should be addressed during the pre-trial 8 conference. 9 (c) for information produced in some form other than documentary and for 10 any other tangible items, that the Producing Party affix in a prominent place on the 11 exterior of the container or containers in which the information is stored the legend 12 “CONFIDENTIAL.” If only a portion or portions of the information warrants 13 protection, the Producing Party, to the extent practicable, shall identify the protected 14 portion(s).

15 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 16 failure to designate qualified information or items does not, standing alone, waive 17 the Designating Party's right to secure protection under this Order for such material. 18 Upon timely correction of a designation, the Receiving Party must make good-faith, 19 reasonable efforts to assure that the material is treated in accordance with the 20 provisions of this Order.

If such information has been disclosed to persons who, 21 under the new designation, is not qualified to receive such materials under 22 paragraph 7, the party who disclosed such information shall take reasonable efforts 23 to retrieve such information, advise the recipient that such information is 24 confidential, and confirm with the producing party that such steps have been taken.

25 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS 26 8.1. Timing of Challenges. Any Party or Non-Party may challenge a 27 designation of confidentiality at any time that is consistent with the Court's 28 Scheduling Order. 8.2 Meet and Confer.

The Challenging Party shall initiate the dispute 2 resolution process under Local Rule 37-1 et seq. 3 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a 4 joint stipulation pursuant to Local Rule 37-2. 5 8.4 Burden of Persuasion.

The burden of persuasion in any such challenge 6 proceeding shall be on the Designating Party. Frivolous challenges, and those made 7 for an improper purpose (e.g., to harass or impose unnecessary expenses and 8 burdens on other parties) may expose the Challenging Party to sanctions. Unless the 9 Designating Party has waived or withdrawn the confidentiality designation, all 10 parties shall continue to afford the material in question the level of protection to 11 which it is entitled under the Producing Party's designation until the Court rules on 12 the challenge.

13 9. ACCESS TO AND USE OF PROTECTED MATERIAL 14 9. 1 Basic Principles. A Receiving Party may use Protected Material that is 15 disclosed or produced by another Party or by a Non-Party in connection with this 16 Action only for prosecuting, defending, or attempting to settle this Action. Such 17 Protected Material may be disclosed only to the categories of persons and under the 18 conditions described in this Order.

When the Action has been terminated, a 19 Receiving Party must comply with the provisions of section 15 below (FINAL 20 DISPOSITION). 21 Protected Material must be stored and maintained by a Receiving Party at a 22 location and in a secure manner that ensures that access is limited to the persons 23 authorized under this Order.

The Parties agree to provide adequate security to 24 protect data produced by the other Part(y/ies) or by Non-Parties. This includes 25 secure data storage systems, established security policies, and security training for 26 employees, contractors and experts. Adequate security also includes such

measures 27 as data encryption in transit, data encryption at rest, data access controls, and 28 physical security, whether hosted/outsourced to a vendor or on premises.

At a minimum, any receiving party subject to the terms of this Confidentiality Order, 2 will provide reasonable measures to protect non-client data consistent with the 3 American Bar Association Standing Committee on Ethics and Professional 4 Responsibility, Formal Opinion 477R. 5 9.2 Disclosure of “CONFIDENTIAL” Information or Items. 6 9.2.1 Unless otherwise ordered by the court or permitted in writing by the 7 Designating Party, a Receiving Party may disclose any information or item 8 designated “CONFIDENTIAL” only to: 9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as 10 employees of said Outside Counsel of Record to whom it is reasonably necessary to 11 disclose the information for this Action; 12 (b) the officers, directors, and employees (including House Counsel) of the 13 Receiving Party to whom disclosure is reasonably necessary for this Action; 14 (c) Experts (as defined in this Order) of the Receiving Party to whom 15 disclosure is reasonably necessary for this Action and who have signed the 16 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 17 (d) the court and its personnel; 18 (e) court reporters and their staff; 19 (f) professional jury or trial consultants, mock jurors, and Professional 20 Vendors to whom disclosure is reasonably necessary for this Action and who have 21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 22 (g) the author or recipient of a document containing the information or a 23 custodian or other person who otherwise possessed or knew the information, and 24 (h) any mediators or settlement officers and their supporting personnel, 25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 9.3 Restriction on Disclosure to Direct Competitors. Notwithstanding the 27 foregoing, Protected Material shall not be disclosed to any current or former 28 employees of, or current or former consultants, advisors, or agents of, a direct competitor of any party named in the litigation. If a Receiving Party is in doubt 2 about whether a particular entity is a direct competitor of a party named in this 3 lawsuit, then before disclosing any Protected Material to a current or former 4 employee, consultant, advisor, or agent of that entity, the Receiving Party’s counsel 5 must confer with counsel for the Producing Party.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 7 IN OTHER LITIGATION 8 If a Party is served with a subpoena or a court order issued in other litigation 9 that compels disclosure of any information or items designated in this Action as 10 “CONFIDENTIAL,” that Party must: 11 (a) promptly notify in writing the Designating Party. Such notification shall 12 include a copy of the subpoena or court order; 13 (b) promptly notify in writing the party who caused the subpoena or order to 14 issue in the other litigation that some or all of the material covered by the subpoena 15 or order is subject to this Protective Order.

Such notification shall include a copy of 16 this Stipulated Protective Order; and 17 (c) cooperate with respect to all reasonable procedures sought to be 18 pursued by the Designating Party whose Protected Material may be affected. If the 19 Designating Party timely seeks a protective order, the Party served with the 20 subpoena or court order shall not produce any information designated in this action 21 as “CONFIDENTIAL” before a determination by the court from which the 22 subpoena or order issued, unless the Party has obtained the Designating Party’s 23 permission.

The Designating Party shall bear the burden and expense of seeking 24 protection in that court of its confidential material and nothing in these provisions 25 should be construed as authorizing or encouraging a Receiving Party in this Action 26 to disobey a lawful directive from another court. 27 / / / 28 / / / 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO 2 BE PRODUCED IN THIS LITIGATION 3 (a) The terms of this Order are applicable to information produced by a Non- 4 Party in this Action and designated as “CONFIDENTIAL.” Such information 5 produced by Non-Parties in connection with this litigation is protected by the 6 remedies and relief provided by this Order.

Nothing in these provisions should be 7 construed as prohibiting a Non-Party from seeking additional protections. 8 (b) In the event that a Party is required, by a valid discovery request, to 9 produce a Non-Party’s confidential information in its possession, and the Party is 10 subject to an agreement with the Non-Party not to produce the Non-Party’s 11 confidential information, then the Party shall: 12 (1) promptly notify in writing the Requesting Party and the Non-Party 13 that some or all of the information requested is subject to a confidentiality 14 agreement with a Non-Party; 15 (2) promptly provide the Non-Party with a copy of the Stipulated 16 Protective Order in this Action, the relevant discovery request(s), and a reasonably 17 specific description of the information requested; and 18 (3) make the information requested available for inspection by the 19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14 21 days of receiving the notice and accompanying information, the Receiving Party 22 may produce the Non-Party’s confidential information responsive to the discovery 23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 24 not produce any information in its possession or control that is subject to the 25 confidentiality agreement with the Non-Party before a determination by the court.

26 Absent a court order to the contrary, the Non-Party shall bear the burden and 27 expense of seeking protection in this court of its Protected Material. 28 / / / 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 3 Protected Material to any person or in any circumstance not authorized under this 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 6

to retrieve all unauthorized copies of the Protected Material, (c) inform the person 7 or persons to whom unauthorized disclosures were made of all the terms of this 8 Order, and (d) request such person or persons to execute the “Acknowledgment and 9 Agreement to Be Bound” attached hereto as Exhibit A. 10 13.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 11 PROTECTED MATERIAL 12 13.1 When a Producing Party gives notice to Receiving Parties that certain 13 inadvertently produced material is subject to a claim of privilege or other 14 protection, the obligations of the Receiving Parties are those set forth in Federal 15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify 16 whatever procedure may be established in an e-discovery order that provides for 17 production without prior privilege review.

18 13.2 Pursuant to Fed. R. Evid. 502(d), the production of any documents, 19 electronically stored information (ESI) or information, whether inadvertent or 20 otherwise, in this proceeding shall not, for the purposes of this proceeding or any 21 other federal or state proceeding, constitute a waiver by the producing party of any 22 privilege applicable to those documents, including the attorney-client privilege, 23 attorney work-product protection, or any other privilege or protection recognized by 24 law.

This Order shall be interpreted to provide the maximum protection allowed by 25 Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing 26 contained herein is intended to or shall serve to limit a party’s right to conduct a 27 review of documents, ESI or information (including metadata) for relevance, 28 responsiveness and/or segregation of privileged and/or protected information before production.

Information produced in discovery that is protected as privileged or 2 work product shall be immediately returned to the producing party. 3 14. MISCELLANEOUS 4 14.1 Right to Further Relief. Nothing in this Order abridges the right of any 5 person to seek its modification by the Court in the future. 6 14.2 Right to Assert Other Objections. By stipulating to the entry of this 7 Protective Order, no Party waives any right it otherwise would have to object to 8 disclosing or producing any information or item on any ground not addressed in this 9 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 10 ground to use in evidence of any of the material covered by this Protective Order. 11 14.3 Filing Protected Material. Without written permission from the 12 Designating Party or a court order secured after appropriate notice to all interested 13 persons, a Party may not file in the public record in this action any Protected 14 Material.

A Party that seeks to file under seal any Protected Material must comply 15 with Local Civil Rule 79-5. Protected Material may only be filed under seal 16 pursuant to a court order authorizing the

sealing of the specific Protected Material at 17 issue. If a Receiving Party's request to file Protected Material under seal pursuant to 18 Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the 19 information in the public record pursuant to Civil Local Rule 79-5 unless otherwise 20 instructed by the court.

21 15. FINAL DISPOSITION 22 Within 30 days after the final disposition of this action, as defined in 23 paragraph 4, each Receiving Party must return all Protected Material to the 24 Producing Party or destroy such material.

As used in this subdivision, "all Protected 25 Material" includes all copies, abstracts, compilations, summaries, and any other 26 format reproducing or capturing any of the Protected Material. Whether the 27 Protected Material is returned or destroyed, the Receiving Party must submit a 28 written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by category, where 2|| appropriate) all the Protected Material that was returned or destroyed and (2) 3|| affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected 5|| Material.

Notwithstanding this provision, Counsel are entitled to retain an archival 6|| copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION 13 Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions. 15 16 17|| FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 18 DATED: January 9, 2026 20 21 de 22 D. EARLY 73 nited States Magistrate Judge 24 25 26 27 28 dg EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, _____ [print or type full name], 4 of _____ [print or type full 5 address], declare under penalty of perjury that I have read in its entirety and 6 understand the Stipulated Protective Order that was issued by the United States 7 District Court for the Central District of California on _____ [date] in the case of 8 Hayde v. Arcadia Consumer Healthcare Inc., No. 8:24-CV-02657-JDE.

I agree to 9 comply with and to be bound by all the terms of this Stipulated Protective Order 10 and I understand and acknowledge that failure to so comply could expose me to 11 sanctions and punishment in the nature of contempt. I solemnly promise that I will 12 not disclose in any manner

any information or item that is subject to this Stipulated 13 Protective Order to any person or entity except in strict compliance with the 14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court 16 for the Central District of California for the purpose of enforcing the terms of this 17 Stipulated Protective Order, even if such enforcement proceedings occur after 18 termination of this action. 19 I hereby appoint _____ [print or type full name] of 20 _____ [print or type full address 21 and telephone number] as my California agent for service of process in connection 22 with this action or any proceedings related to enforcement of this Stipulated 23 Protective Order.

24 Date: _____ 25 City and State where sworn and
signed: _____ 26 Printed name:
_____ 27 28 Signature: _____