

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Douglas Galanter v. Access Finance, Inc.

Galanter v. Access Finance · No. 2:23-cv-09466-ODW-SSC · Decided March 19, 2025

SUMMARY

This document is a stipulated protective order entered in the United States District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing under seal, and disposition of confidential discovery materials in Douglas Galanter v. Los Angeles Auto Wholesalers & Recovery Services, Inc., Case No. 2:23-cv-09466-ODW-SSC. The order was stipulated to and entered on March 19, 2025, by Magistrate Judge Stephanie S. Christensen.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Stephanie S. Christensen
DECIDED	March 19, 2025
DOCKET	2:23-cv-09466-ODW-SSC
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of a protective order governing confidential discovery material, and the court approved the stipulation for good cause shown.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

discovery dispute civil procedure commercial litigation

PRACTICE AREAS

civil procedure discovery commercial litigation confidentiality and sealing

QUESTIONS PRESENTED

- Whether good cause supported entry of the parties' stipulated protective order governing confidential discovery material.
- What procedures should govern designation, use, disclosure, challenge, sealing, and disposition of protected discovery material.

HOLDINGS

1. The court approved and entered the stipulated protective order for good cause shown.
2. Material designated as confidential may be used only for prosecuting, defending, or attempting to settle the action and may be disclosed only to persons and under the conditions specified in the protective order.
3. A party seeking to file protected material under seal must comply with Local Rule 79-5 and obtain a court order authorizing the sealing of the specific material at issue; confidentiality designations alone do not establish entitlement to sealing.
4. A party or nonparty may challenge a confidentiality designation, but the designating party bears the burden of persuasion, and the material remains protected under the designation until the court rules unless the designation is withdrawn or waived.

KEY QUOTATIONS

“There is a strong presumption that the public has a right of access to judicial proceedings and records in civil cases.” (at 1.3)

“Mass, indiscriminate, or routinized designations are prohibited.” (at 5.1)

FACTUAL BACKGROUND

The litigation is expected to involve customer and pricing lists and other confidential commercial, financial, technical, proprietary, and potentially privileged information. The parties sought procedures limiting the use and disclosure of such material, resolving confidentiality challenges, governing sealing applications, and addressing the return or destruction of protected material after final disposition.

PROCEDURAL HISTORY

The document is a stipulated protective order entered during discovery in a federal civil action. The parties submitted the proposed order through counsel on March 19, 2025, and Magistrate Judge Stephanie S. Christensen ordered it entered the same day.

DISPOSITION

other

CASES CITED

- *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1176, 1180–81 (9th Cir. 2006)
- *Phillips ex rel. Estates of Byrd 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

1 UNITED STATES DISTRICT COURT 2 CENTRAL DISTRICT OF CALIFORNIA 3 4
Douglas Galanter, Case No. 2:23-cv-09466-ODW- 5 v. SSC 6 7 Los Angeles Auto Wholesalers &
STIPULATED PROTECTIVE ORDER1 8 Recovery Services, Inc. 9 10 11 1. INTRODUCTION
12 13 1.1 Purposes and Limitations. Discovery in this action is likely to 14 involve production of
confidential, proprietary, or private information for 15 which special protection from public
disclosure and from use for any 16 purpose other than prosecuting this litigation may be
warranted.

17 Accordingly, the parties hereby stipulate to and petition the court to 18 enter the following
Stipulated Protective Order. The parties 19 acknowledge that this Order does not confer blanket
protections on all 20 disclosures or responses to discovery and that the protection it affords 21
from public disclosure and use extends only to the limited information or 22 items that are entitled
to confidential treatment under the applicable 23 legal principles.

24 1.2 Good Cause Statement. 25 26 27 1 This Stipulated Protective Order is substantially based
on the model protective order provided under Magistrate Judge Stephanie S. 1 This action is likely
to involve customer and pricing lists and other 2 valuable research, development, commercial,
financial, technical and/or 3 proprietary information for which special protection from public 4
disclosure and from use for any purpose other than prosecution of this 5 action is warranted.

Such confidential and proprietary materials and 6 information consist of, among other things,
confidential business or 7 financial information, information regarding confidential business 8
practices, or other confidential research, development, or commercial 9 information (including
information implicating privacy rights of third 10 parties), information otherwise generally
unavailable to the public, or 11 which may be privileged or otherwise protected from disclosure
under 12 state or federal statutes, court rules, case decisions, or common law.

13 Accordingly, to expedite the flow of information, to facilitate the prompt 14 resolution of
disputes over confidentiality of discovery materials, to 15 adequately protect information the
parties are entitled to keep 16 confidential, to ensure that the parties are permitted reasonable 17
necessary uses of such material in preparation for and in the conduct of 18 trial, to address their
handling at the end of the litigation, and serve the 19 ends of justice, a protective order for such
information is justified in this 20 matter.

It is the intent of the parties that information will not be 21 22 designated as confidential for
tactical reasons and that nothing be so 23 designated without a good faith belief that it has been
maintained in a 24 confidential, non-public manner, and there is good cause why it should 25 not
be part of the public record of this case. 26 1.3 Acknowledgment of Procedure for Filing Under
Seal.

The 27 parties further acknowledge, as set forth in Section 12.3, below, that this 1 information under seal; Local Rule 79-5 sets forth the procedures that 2 must be followed and the standards that will be applied when a party 3 seeks permission from the court to file material under seal. 4 There is a strong presumption that the public has a right of access 5 to judicial proceedings and records in civil cases.

In connection with 6 non-dispositive motions, good cause must be shown to support a filing 7 under seal. See *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 8 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors 9 Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony 10 Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated 11 protective orders require good cause showing), and a specific showing of 12 good cause or compelling reasons with proper evidentiary support and 13 legal justification, must be made with respect to Protected Material that 14 a party seeks to file under seal.

The parties' mere designation of 15 Disclosure or Discovery Material as CONFIDENTIAL does not— 16 without the submission of competent evidence by declaration, 17 establishing that the material sought to be filed under seal qualifies as 18 confidential, privileged, or otherwise protectable—constitute good cause. 19 Further, if a party requests sealing related to a dispositive motion 20 or trial, then compelling reasons, not only good cause, for the sealing 21 22 must be shown, and the relief sought shall be narrowly tailored to serve 23 the specific interest to be protected.

See *Pintos v. Pac. Creditors Ass'n*, 24 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of 25 information, document, or thing sought to be filed or introduced under 26 seal in connection with a dispositive motion or trial, the party seeking 27 protection must articulate compelling reasons, supported by specific 1 competent evidence supporting the application to file documents under 2 seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise 4 protectable in its entirety will not be filed under seal if the confidential 5 portions can be redacted. If documents can be redacted, then a redacted 6 version for public viewing, omitting only the confidential, privileged, or 7 otherwise protectable portions of the document, shall be filed.

Any 8 application that seeks to file documents under seal in their entirety 9 should include an explanation of why redaction is not feasible. 10 11 2. DEFINITIONS 12 2.1 Action: this pending federal lawsuit. 13 2.2 Challenging Party: a Party or Non-Party that challenges the 14 designation of information or items under this Order. 15 2.3 “CONFIDENTIAL” Information or Items: information 16 (regardless of how it is generated, stored or maintained) or tangible 17 18 things that qualify for protection under Rule 26(c) of the Federal Rules of 19 Civil Procedure, and as specified above in the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).
22 2.5 Designating Party: a Party or Non-Party that designates information or items that it
produces in disclosures or in responses to 24 discovery as “CONFIDENTIAL.” 25 2.6 Disclosure
or Discovery Material: all items or information, 26 regardless of the medium or manner in which it
is generated, stored, or 27 maintained (including, among other things, testimony, transcripts, and 1
tangible things), that are produced or generated in disclosures or 2 responses to discovery in this
matter.

3 2.7 Expert: a person with specialized knowledge or experience in 4 a matter pertinent to the
litigation who has been retained by a Party or 5 its counsel to serve as an expert witness or as a
consultant in this Action. 6 2.8 Final Disposition: the later of (1) dismissal of all claims and 7
defenses in this Action, with or without prejudice; and (2) final judgment 8 herein after the
completion and exhaustion of all appeals, rehearings, 9 remands, trials, or reviews of this Action,
including the time limits for 10 filing any motions or applications for extension of time pursuant to
11 applicable law.

12 2.9 In-House Counsel: attorneys who are employees of a party to 13 this Action. In-House
Counsel does not include Outside Counsel of 14 Record or any other outside counsel. 15 2.10
Non-Party: any natural person, partnership, corporation, 16 association, or other legal entity not
named as a Party to this action. 17 2.11 Outside Counsel of Record: attorneys who are not
employees 18 of a party to this Action but are retained to represent or advise a party to 19 this
Action and have appeared in this Action on behalf of that party or 20 are affiliated with a law firm
which has appeared on behalf of that party, 21 22 and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, 24 directors, employees,
consultants, retained experts, and Outside Counsel 25 of Record (and their support staffs). 26 2.13
Producing Party: a Party or Non-Party that produces 27 Disclosure or Discovery Material in this
Action. 1 litigation- support services (e.g., photocopying, videotaping, translating, 2 preparing
exhibits or demonstrations, and organizing, storing, or 3 retrieving data in any form or medium)
and their employees and 4 subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that 6 is designated as
“CONFIDENTIAL.” 7 2.16 Receiving Party: a Party that receives Disclosure or Discovery 8
Material from a Producing Party. 9 10 3. SCOPE 11 The protections conferred by this Stipulation
and Order cover not 12 only Protected Material (as defined above), but also (1) any information 13
copied or extracted from Protected Material; (2) all copies, excerpts, 14 summaries, or
compilations of Protected Material; and (3) any 15 testimony, conversations, or presentations by
Parties or their Counsel 16 that might reveal Protected Material.

17 18 Any use of Protected Material at trial shall be governed by the 19 orders of the trial judge.
This Stipulated Protective Order does not 20 govern the use of Protected Material at trial. 21 22 4.

TRIAL AND DURATION 23 The terms of this Stipulated Protective Order apply through Final 24
Disposition of the Action. 25 Once a case proceeds to trial, information that was designated as 26
CONFIDENTIAL or maintained pursuant to this Stipulated Protective 27 1 will be presumptively
available to all members of the public, including 2 the press, unless compelling reasons supported
by specific factual 3 findings to proceed otherwise are made to the trial judge in advance of 4 the
trial.

See *Kamakana*, 447 F.3d at 1180–81 (distinguishing “good 5 cause” showing for sealing
documents produced in discovery from 6 “compelling reasons” standard when merits-related
documents are part 7 of court record). Accordingly, for such materials, the terms of this 8
Stipulated Protective Order do not extend beyond the commencement of 9 the trial. 10 Even after
Final Disposition of this litigation, the confidentiality 11 obligations imposed by this Stipulated
Protective Order shall remain in 12 effect until a Designating Party agrees otherwise in writing or
a court 13 order otherwise directs.

14 15 5. DESIGNATING PROTECTED MATERIAL 16 5.1 Exercise of Restraint and Care in
Designating Material for 17 18 Protection. Each Party or Non-Party that designates information or
19 items for protection under this Order must take care to limit any such 20 designation to specific
material that qualifies under the appropriate 21 standards.

The Designating Party must designate for protection only 22 those parts of material, documents,
items, or oral or written 23 communications that qualify so that other portions of the material, 24
documents, items, or communications for which protection is not 25 warranted are not swept
unjustifiably within the ambit of this Order. 26 Mass, indiscriminate, or routinized designations are
prohibited.

27 Designations that are shown to be clearly unjustified or that have been 1 made for an improper
purpose (e.g., to unnecessarily encumber the case 2 development process or to impose unnecessary
expenses and burdens on 3 other parties) may expose the Designating Party to sanctions. 4 If it
comes to a Designating Party’s attention that information or 5 items that it designated for
protection do not qualify for protection, that 6 Designating Party must promptly notify all other
Parties that it is 7 withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise 9 provided in this Stipulated
Protective Order (see, e.g., second paragraph 10 of section 5.2(a) below), or as otherwise
stipulated or ordered, Disclosure 11 or Discovery Material that qualifies for protection under this
Stipulated 12 Protective Order must be clearly so designated before the material is 13 disclosed or
produced.

14 Designation in conformity with this Stipulated Protective Order 15 requires: 16 17 (a) for
information in documentary form (e.g., paper or electronic 18 documents, but excluding

transcripts of depositions or other pretrial or 19 trial proceedings), that the Producing Party affix at a minimum, the 20 legend “CONFIDENTIAL” to each page that contains protected 21 material.

If only a portion or portions of the material on a page 22 qualifies for protection, the Producing Party also must clearly identify 23 the protected portion(s) (e.g., by making appropriate markings in the 24 margins). 25 A Party or Non-Party that makes original documents available for 26 inspection need not designate them for protection until after the 27 inspecting Party has indicated which documents it would like copied 1 and produced.

During the inspection and before the designation, all of 2 the material made available for inspection shall be deemed 3 CONFIDENTIAL. After the inspecting Party has identified the 4 documents it wants copied and produced, the Producing Party must 5 determine which documents, or portions thereof, qualify for protection 6 under this Stipulated Protective Order.

Then, before producing the 7 specified documents, the Producing Party must affix the 8 “CONFIDENTIAL” legend to each page that contains Protected 9 Material. If only a portion or portions of the material on a page 10 qualifies for protection, the Producing Party also must clearly identify 11 the protected portion(s) (e.g., by making appropriate markings in the 12 margins).

13 (b) for testimony given in depositions that the Designating Party 14 identify the Disclosure or Discovery Material on the record, before the 15 close of the deposition all protected testimony. 16 (c) for information produced in some form other than 17 documentary and for any other tangible items, that the Producing Party 18 affix in a prominent place on the exterior of the container or containers 19 in which the information is stored the “CONFIDENTIAL” legend.

If only 20 a portion or portions of the information warrants protection, the 21 22 Producing Party, to the extent practicable, shall identify the protected 23 portion(s). 24 5.3 Inadvertent Failures to Designate. If timely corrected, an 25 inadvertent failure to designate qualified information or items does not, 26 standing alone, waive the Designating Party’s right to secure protection 27 under this Order for such material.

Upon timely correction of a 1 designation, the Receiving Party must make reasonable efforts to assure 2 that the material is treated in accordance with the provisions of this 3 Stipulated Protective Order. 4 5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 6 6.1 Timing of Challenges. Any Party or Non-Party may 7 challenge a designation of confidentiality at any time that is consistent 8 with the court’s Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the 10 dispute resolution process under Local Rule 37.1 et seq. and with 11 Section 2 of Judge Christensen’s Civil Procedures titled “Brief Pre- 12 Discovery Motion Conference.” 13 6.3 The burden of persuasion in any such challenge proceeding 14 shall be on the Designating Party. Frivolous challenges, and those 15 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.

ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 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 reaches a Final Disposition, a Receiving Party must comply with the provisions of section 13 below. 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 Stipulated Protective Order.

7.2 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:

- (a) to 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) to the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) to 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) to the court and its personnel;
- (e) to court reporters and their staff;
- (f) to professional jury or trial consultants, mock jurors, and this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (g) to 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, to 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 "Acknowledgment and Agreement to Be Bound" (Exhibit A); and (2) the witness 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 16 as permitted under this Stipulated Protective Order; and 17 (i) to any mediator or settlement officer, and their supporting 18 personnel, mutually agreed upon by any of the parties engaged in 19 settlement discussions.

20 21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 22 PRODUCED IN OTHER LITIGATION 23 24 If a Party is served with a subpoena or a court order issued in 25 other litigation that compels disclosure of any information or items 26 designated in this Action as “CONFIDENTIAL,” that Party must: 27 (a) promptly notify in writing the Designating Party. Such 1 notification shall include a copy of the subpoena or court order; 2 (b) promptly notify in writing the party who caused the 3 subpoena or order to issue in the other litigation that some or all of the 4 material covered by the subpoena or order is subject to this Protective 5 Order.

Such notification shall include a copy of this Stipulated 6 Protective Order; and 7 (c) cooperate with respect to all reasonable procedures sought to 8 be pursued by the Designating Party whose Protected Material may be 9 affected. 10 If the Designating Party timely seeks a protective order, the 11 Party served with the subpoena or court order shall not produce any 12 information designated in this action as “CONFIDENTIAL” before a 13 determination by the court from which the subpoena or order issued, 14 unless the Party has obtained the Designating Party’s permission.

The 15 Designating Party shall bear the burden and expense of seeking 16 protection in that court of its confidential material and nothing in these 17 provisions should be construed as authorizing or encouraging a 18 Receiving Party in this Action to disobey a lawful directive from another 19 court. 20 21 22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 23 PRODUCED IN THIS LITIGATION 24 9.1 Application.

The terms of this Stipulated Protective Order 25 are applicable to information produced by a Non-Party in this Action and 26 designated as “CONFIDENTIAL.” Such information produced by Non- 27 Parties in connection with this litigation is protected by the remedies 1 construed as prohibiting a Non-Party from seeking additional 2 protections. 3 9.2 Notification.

In the event that a Party is required, by a valid 4 discovery request, to produce a Non-Party’s confidential information in 5 its possession, and the Party is subject to an agreement with the Non- 6 Party not to produce the Non-Party’s confidential information, then the 7 Party shall: 8 (a) promptly notify in writing the Requesting Party and the 9 Non-Party that some or all of the information requested is subject to a 10 confidentiality agreement with a Non-Party; 11 (b) make the information requested available for inspection by 12 the Non-Party, if requested.

13 9.3 Conditions of Production. If the Non-Party fails to seek a 14 protective order from this court within 14 days of receiving the notice 15 and accompanying information, the Receiving Party may produce the 16 Non-Party’s confidential information responsive to the discovery

request. 17 If the Non-Party timely seeks a protective order, the Receiving Party 18 shall not produce any information in its possession or control that is 19 subject to the confidentiality agreement with the Non-Party before a 20 determination by the court.

Absent a court order to the contrary, the 21 22 Non-Party shall bear the burden and expense of seeking protection in 23 this court of its Protected Material. 24 25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED 26 MATERIAL 27 If a Receiving Party learns that, by inadvertence or otherwise, it 1 has disclosed Protected Material to any person or in any circumstance 2 not authorized under this Stipulated Protective Order, the Receiving 3 Party must immediately (a) notify in writing the Designating Party of 4 the unauthorized disclosures, (b) use its best efforts to retrieve all 5 unauthorized copies of the Protected Material, (c) inform the person or 6 persons to whom unauthorized disclosures were made of all the terms of 7 this Order, and (d) request such person or persons to execute the 8 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

9 10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR 11 OTHERWISE PROTECTED MATERIAL 12 When a Producing Party gives notice to Receiving Parties that 13 14 certain inadvertently produced material is subject to a claim of privilege 15 or other protection, the obligations of the Receiving Parties are those set 16 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure.

This 17 provision is not intended to modify whatever procedure may be 18 established in an e-discovery order that provides for production without 19 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal 20 Rules of Evidence, insofar as the parties reach an agreement on the 21 effect of disclosure of a communication or information covered by the 22 attorney-client privilege or work product protection, the parties may 23 incorporate their agreement in the stipulated protective order 24 submitted to the court.

25 26 27 1 12. MISCELLANEOUS 2 12.1 Right to Further Relief. Nothing in this Stipulated 3 Protective Order abridges the right of any person to seek its 4 modification by the court in the future. 5 12.2 Right to Assert Other Objections. By stipulating to the entry 6 of this Stipulated Protective Order no Party waives any right it 7 otherwise would have to object to disclosing or producing any 8 information or item on any ground not addressed in this Stipulated 9 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 11 Stipulated Protective Order. 12 12.3 Filing Protected Material. A Party that seeks to file under 13 seal any Protected Material must comply with Local Rule 79-5. 14 Protected Material may only be filed under seal pursuant to a court 15 order authorizing the sealing of the specific Protected Material at issue.

16 If a Party's request to file Protected Material under seal is denied by the 17 18 court, then the Receiving Party may file the information in the public 19 record unless otherwise instructed by the court. 20 21 13. FINAL DISPOSITION 22 After the Final Disposition of this Action, as defined in paragraph 23 4, within 60 days of a written request by the Designating Party, each 24 Receiving Party must return all Protected Material to the Producing 25 Party or destroy such material.

As used in this subdivision, "all 26 Protected Material" includes all copies, abstracts, compilations, 27 summaries, and any other format reproducing or capturing any of the 1 Protected Material. Whether the Protected Material is returned or 2 destroyed, the Receiving Party must submit a written certification to 3 the Producing Party (and, if not the same person or entity, to the 4 Designating Party) by the 60 day deadline that (1) identifies (by 5 category, where appropriate) all the Protected Material that was 6 returned or destroyed and (2) affirms that the Receiving Party has not 7 retained any copies, abstracts, compilations, summaries or any other 8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Counsel is entitled to retain an archival 10 copy of all pleadings, motion papers, trial, deposition, and hearing 11 transcripts, legal memoranda, correspondence, deposition and trial 12 exhibits, expert reports, attorney work product, and consultant and 13 expert work product, even if such materials contain Protected Material.

14 Any such archival copies that contain or constitute Protected Material 15 remain subject to this Protective Order as set forth in Section 4. 16 17 18 19 20 21 22 23 24 25 26 27 1 | 14. VIOLATION 2 Any violation of this Stipulated Protective Order may be punished 3 || by any and all appropriate measures including, without limitation, 4 || contempt proceedings and/or monetary sanctions.

5 6 || IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 7 || DATED: March 19, 2025 /s/ Attorney(s) for Plaintiff(s) 10 ALEXANDER TRUEBLOOD 1] DATED: March 19, 2025 13 Attorney(s) for Defendant LANCE D. ORLOFF ALEXIS A. ARTEAGA 15 16 17 || FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. Z— 19 DATED: March 19, 2025 20 STEPHANIE S. CHRISTENSEN 21 United States Magistrate Judge 22 23 24 25 26 27 28 1 EXHIBIT A ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 2 3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under 5 penalty of perjury that I have read in its entirety and understand the 6 Stipulated Protective Order that was issued by the United States 7 District Court for the Central District of California on [date] in the 8 case of _____ [insert formal name of the case and the 9 number and initials assigned to it by the court].

I agree to 10 comply with and to be bound by all the terms of this Stipulated 11 Protective Order and I understand and acknowledge that failure to so 12 comply could expose me to sanctions and punishment in the nature of 13 14 contempt. I solemnly promise that I will not disclose in any

manner 15 any information or item that is subject to this Stipulated Protective 16 Order to any person or entity except in strict compliance with the 17 provisions of this Order.

18 I further agree to submit to the jurisdiction of the United States 19 District Court for the Central District of California for the purpose of 20 enforcing the terms of this Stipulated Protective Order, even if such 21 enforcement proceedings occur after termination of this action. I 22 hereby appoint _____ [print or type full name] 23 of _____ [print or type full address and telephone number] as 24 25 26 27 1 my California agent for service of process in connection with this action 2 or any proceedings related to enforcement of this Stipulated Protective 3 Order.

4 5 Date: _____ 6 City and State where sworn and 7 signed:
_____ 8 Printed name: _____ 9 Signature:
_____ 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27