

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Aimee Allison v. Terri J. Vaughn, Tyler Vision LLC, Netflix, Inc.,
Nina Holiday Entertainment, Inc. and Does 1-25**

Allison v. Vaughn · No. 2:25-cv-04476-RGK-JPR · Decided October 14, 2025

SUMMARY

This document is a Stipulated Protective Order in Aimee Allison v. Terri J. Vaughn, Tyler Vision LLC, Netflix, Inc., Nina Holiday Entertainment, Inc., and Does 1-25, pending in the United States District Court for the Central District of California. It establishes procedures for designating, accessing, challenging, filing, and handling confidential and highly confidential discovery materials through final disposition of the action.

OPINION

Aimee Allison v. Terri J. Vaughn, Tyler Vision LLC, Netflix, Inc., Nina Holiday Entertainment, Inc. and Does 1-25
PER CURIAM.

1
2 NOTE: CHANGES MADE BY THE COURT
3 4 5 6 7
8 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
9 10 AIMEE ALLISON,) Case No. 2:25-cv-04476-RGK-JPR) 11 Plaintiff,) STIPULATED
PROTECTIVE
) ORDER
12 v.))
13 TERRI J. VAUGHN, TYLER VISION)
LLC, NETFLIX, INC., NINA HOLIDAY)
14 ENTERTAINMENT, INC. and DOES 1-)
25,) 15) Defendants.) 16)) 17)) 18)) 19)) 20)) 21)) 22

23 1. INTRODUCTION
24 1.1. Purposes and Limitations 25 Discovery in this action is likely to involve production of
confidential, 26 proprietary, or private information for which special protection from public
disclosure 27 and from use for any purpose other than prosecuting this litigation may be
warranted. 1 following Stipulated Protective Order. The parties acknowledge that this Order does
2 not confer blanket protections on all disclosures or responses to discovery and that the 3

protection it affords from public disclosure and use extends only to the limited 4 information or items that are entitled to confidential treatment under the applicable 5 legal principles. 6 1.2. Good Cause Statement 7 This action is likely to involve proprietary business information and trade 8 secrets, subscriber and pricing lists, and other valuable research, development, 9 commercial, financial, technical and/or proprietary information for which special 10 protection from public disclosure and from use for any purpose other than prosecution 11 of this action is warranted. Such confidential and proprietary materials and 12 information may consist of, among other things, confidential business or financial 13 information, information regarding confidential business practices, or other 14 confidential research, development, or commercial information (including information 15 implicating privacy rights of third parties), information otherwise generally 16 unavailable to the public, or which may be privileged or otherwise protected from 17 disclosure under state or federal statutes, court rules, case decisions, or common law. 18 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of 19 disputes over confidentiality of discovery materials, to adequately protect information 20 the parties are entitled to keep confidential, to ensure that the parties are permitted 21 reasonable necessary uses of such material in preparation for and in the conduct of 22 trial, to address their handling at the end of the litigation, and serve the ends of justice, 23 a protective order for such information is justified in this matter. It is the intent of the 24 parties that information will not be designated as confidential only for tactical reasons 25 and that nothing be so designated without a good faith belief that it has been 26 maintained in a confidential, non-public manner, and there is good cause why it 27 should not be part of the public record of this case. 1 1.3. Acknowledgment of Procedure for Filing Under Seal. The parties further 2 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order 3 does not entitle them to file confidential information under seal; Local Rule 79-5 sets 4 forth the procedures that must be followed and the standards that will be applied when 5 a party seeks permission from the court to file material under seal. 6 There is a strong presumption that the public has a right of access to judicial 7 proceedings and records in civil cases. In connection with non-dispositive motions, 8 good cause must be shown to support a filing under seal. See *Kamakana v. City and 9 Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd 10 v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. 11 Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective 12 orders require good cause showing), and a specific showing of good cause or 13 compelling reasons with proper evidentiary support and legal justification, must be 14 made with respect to Protected Material that a party seeks to file under seal. The 15 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL or 16 HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY does not—without the 17 submission of competent evidence by declaration, establishing that the material sought 18 to be filed under seal qualifies as confidential, privileged, or otherwise protectable— 19 constitute good cause. 20 Further, if a party requests sealing related to a dispositive motion or trial, then 21 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. Pac. 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 in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to 1 Any document that is not confidential, privileged, or otherwise protectable in its 2 entirety will not be filed under seal if the confidential portions can be redacted. If 3 documents can be redacted, then a redacted version for public viewing, omitting only 4 the confidential, privileged, or otherwise protectable portions of the document, shall 5 be filed. Any application that seeks to file documents under seal in their entirety 6 should include an explanation of why redaction is not feasible.

7 2. DEFINITIONS

8 2.1. Action: this pending federal lawsuit. 9 2.2. Challenging Party: a Party or Non-Party that challenges the designation of 10 information or items under this Order. 11 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how 12 it is generated, stored, or maintained) or tangible things that qualify for protection 13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good 14 Cause Statement.

15 2.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

16 Information or Items: extremely sensitive “Confidential Information or Items” which 17 would create a substantial risk of serious harm if it were disclosed to another Party or 18 Non-Party. 19

20 2.5. Counsel (without qualifier): Outside Counsel of Record and In-House 21 Counsel (as well as their support staff). 22

23 2.6. Designating Party: a Party or Non-Party that designates information or

24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 2.7. Disclosure or Discovery Material: all items or information, regardless of 28 the medium or manner in which it is generated, stored, or maintained (including, 29 among other things, testimony, transcripts, and tangible things), that are produced or 30

31 2.8. Expert: a person with specialized knowledge or experience in a matter 32 pertinent to the litigation who has been retained by a Party or its Counsel to serve as 33 an expert witness or as a consultant in this Action. 34

35 2.9. Final Disposition: the later of (1) dismissal of all claims and defenses in 36 this Action, with or without prejudice; and (2) final judgment herein after the 37 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of 38 this Action, including the time limits for filing any motions or applications for 39 extension of time pursuant to applicable law. 40

41 2.10. In-House Counsel: attorneys who are employees of a party to this Action. 42 In-House Counsel does not include Outside Counsel of Record or any other outside 43 counsel. 44

45 2.11. Non-Party: any natural person, partnership, corporation, association, or 46 other legal entity not named as a Party

to this action. 14 2.12. Outside Counsel of Record: attorneys who are not employees of a party to
15 this Action but are retained to represent or advise a party to this Action and have 16 appeared
in this Action on behalf of that party or are affiliated with a law firm which 17 has appeared on
behalf of that party, including support staff. 18 2.13. Party: any party to this Action, including all
of its officers, directors, 19 employees, consultants, retained experts, and Outside Counsel of
Record (and their 20 support staff). 21 2.14. Producing Party: a Party or Non-Party that produces
Disclosure or 22 Discovery Material in this Action. 23 2.15. Professional Vendors: persons or
entities that provide litigation support 24 services (e.g., photocopying, videotaping, translating,
preparing exhibits or 25 demonstrations, and organizing, storing, or retrieving data in any form or
medium) 26 and their employees and subcontractors. 27 1 2.16. Protected Material: any
Disclosure or Discovery Material that is 2 designated as “CONFIDENTIAL” or “HIGHLY
CONFIDENTIAL – ATTORNEYS’

3 EYES ONLY.”

4 2.17. Receiving Party: a Party that receives Disclosure or Discovery Material 5 from a
Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected 8 Material (as
defined above), but also (1) any information copied or extracted from 9 Protected Material; (2) all
copies, excerpts, summaries, or compilations of Protected 10 Material; and (3) any testimony,
conversations, or presentations by Parties or their 11 Counsel that might reveal Protected Material.
12 Any use of Protected Material at trial shall be governed by the orders of the trial 13 judge. This
Order does not govern the use of Protected Material at trial.

14 4. TRIAL AND DURATION

15 The terms of this Stipulated Protective Order apply through Final Disposition of 16 the Action.
17 Once a case proceeds to trial, information that was designated as
18 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY or
19 maintained pursuant to this Stipulated Protective Order and used or introduced as an 20 exhibit
at trial becomes public and will be presumptively available to all members of 21 the public,
including the press, unless compelling reasons supported by specific 22 factual findings to
proceed otherwise are made to the trial judge in advance of the 23 trial. See Kamakana, 447 F.3d
at 1180–81 (distinguishing “good cause” showing for 24 sealing documents produced in discovery
from “compelling reasons” standard when 25 merits-related documents are part of court record).
Accordingly, for such materials, 26 the terms of this Stipulated Protective Order do not extend
beyond the commencement 27 of the trial. 1 Even after Final Disposition of this litigation, the
confidentiality obligations 2 imposed by this Stipulated Protective Order shall remain in effect
until a Designating 3 Party agrees otherwise in writing or a court order otherwise directs.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1. Exercise of Restraint and Care in Designating Material for Protection. 6 Each Party or Non-

Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Nothing in this Order shall prevent a Designating Party from using and disclosing its Protected Material in any way. Nothing in this Order shall restrict any Counsel from advising their client with respect to this action and from relying in a giving such advice; provided, however, that in giving such advice and communicating with the client, Counsel shall not disclose the substance or contents of any "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information except to persons permitted such access under this Order. Designation in conformity with this Order requires: (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate

markings in the 25 margins). 26 (b) for interrogatory answers and responses to requests for admissions, in 27 answering any interrogatory or request for admission, or any part, a Party may 1 ATTORNEYS' EYES ONLY" by affixing the legend "CONFIDENTIAL" or

2 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such

3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

4 ONLY" answers shall be made on separate pages from any other answers or portions 5 that are not designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

6 ATTORNEYS' EYES ONLY."

7 (c) for testimony given in depositions, any Party or Non-Party giving 8 deposition testimony may obtain "CONFIDENTIAL" or "HIGHLY 9 CONFIDENTIAL ATTORNEYS' EYES ONLY" treatment by designating the 10 testimony that is claimed to be "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – 11 ATTORNEYS' EYES ONLY" during the course of that testimony. The reporter shall 12 separately transcribe and bind the testimony so designated as "CONFIDENTIAL" and 13 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and shall mark the 14 face of the separate bound transcript with the term "CONFIDENTIAL" or "HIGHLY 15 CONFIDENTIAL – ATTORNEYS' EYES ONLY." During the course of deposition 16 testimony, if any Party or Non-Party reasonably believes that the answer to a question 17 will result in the disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL 18 ATTORNEYS' EYES ONLY" information, all persons must be excluded from the 19 room in which the deposition testimony is given, except those persons entitled to 20 receive such information pursuant to paragraphs 7.2 and 7.3. Unless previously 21 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' 22 EYES ONLY," all transcripts of deposition testimony, any related exhibits, and all 23 information adduced in deposition, shall be treated as "HIGHLY CONFIDENTIAL – 24 ATTORNEYS' EYES ONLY" in their entirety for a period of fourteen (14) calendar 25 days after receipt of the transcript by Counsel for the Designating Party. Within that 26 fourteen (14) calendar day period, the Designating Party may designate information 27 contained in the transcript(s) and/or exhibit(s) as "CONFIDENTIAL" or "HIGHLY 1 designated as such) by notifying all Parties in writing of the portions of the transcript 2 or exhibit which contain such information. Each Party shall attach a copy of such 3 written statement to the face page of the transcript or exhibit and to each copy in their 4 possession, custody or control. These portions of the transcript or exhibits designated

5 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

6 ONLY" shall be treated in accordance with the terms of this Protective Order. In 7 addition, the provisions of Paragraph 5.2(e) for later designating transcripts or exhibits 8 shall apply after the expiration of the fourteen (14) calendar day period described in 9 this Paragraph 5.2(c). 10 (d) for information produced in some form other than documentary and 11 for any other tangible items, that the Producing Party affix in a prominent place on the 12 exterior of the container or containers in which the information is stored the legend

13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

14 ONLY.” If only a portion or portions of the information warrants protection, the 15 Producing Party, to the extent practicable, shall identify the protected portion(s). 16 (e) Except as otherwise provided in this Protective Order, the Receiving 17 Party shall not reveal any information produced for a period of seven (7) calendar 18 days following receipt. Failure to designate a document, thing or other information as

19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

20 ONLY” in accordance with this Protective Order shall not preclude any Party or Non- 21 Party desiring to so designate the document, thing or information from so designating 22 thereafter; provided that after discovering any omission of marking, the Party or Non- 23 Party promptly and in good faith marks the document, thing or other information and 24 makes a written request that each Receiving Party so mark and treat the document, 25 thing or other information in accordance with this Protective Order. Thereafter, the 26 document, thing or other information shall be fully subject to this Protective Order. 27 No Party shall incur liability for any disclosures made prior to notice of such 1 periods proscribed by this Protective Order, including the time periods provided in

2 Paragraph 5.2(c).

3 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent 4 failure to designate qualified information or items does not, standing alone, waive the 5 Designating Party’s right to secure protection under this Order for such material. 6 Upon timely correction of a designation, the Receiving Party must make reasonable 7 efforts to ensure that the material is treated in accordance with the provisions of this 8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1. Timing of Challenges. Any Party or Non-Party may challenge a 11 designation of confidentiality at any time that is consistent with the Court’s 12 Scheduling Order. 13 6.2. Meet and Confer. The Challenging Party Shall initiate the dispute 14 resolution process under Civil Local Rule 37-1 et seq. 15 6.3. The burden of persuasion in any such challenge proceeding shall be on the 16 Designating Party. Frivolous challenges, and those made for an improper purpose 17 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may 18 expose the Challenging Party to sanctions. Unless the Designating Party has waived or 19 withdrawn the confidentiality designation, all parties shall continue to afford the 20 material in question the level of protection to which it is entitled under the Producing 21 Party’s designation until the Court rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1. Basic Principles. A Receiving Party may use Protected Material that is 24 disclosed or produced by another Party or by a Non-Party in connection with this 25 Action only for prosecuting, defending, or attempting to settle this Action. Such 26 Protected Material may be disclosed only to the categories of persons and under the 27 conditions described in this Order.

When the Action has been terminated, a Receiving Party must store and maintain Protected Material at a location and in a secure manner that ensures that access is limited to the persons authorized under this 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 to:

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

7.3. Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" 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 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

- (a) the Receiving Party's Outside Counsel of Record and their employees to whom it is reasonably necessary to disclose the information for this litigation (which, for the avoidance of doubt, does not include the Receiving Party's In-House Counsel);
- (b) Experts (as defined in the Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);
- (c) the Court, jury, and court personnel;
- (d) court reporters and their staff;
- (e) professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- (f) the author or recipient of a document containing the information or a custodian or other person who

otherwise possessed or knew the information; 25 (g) during their depositions, the Designating Party; and 26 (h) any mediator or settlement officer, and their supporting personnel, 27 who is assigned or mutually agreed to by the parties to hear this matter, subject to 1 their agreement to maintain confidentiality to the same degree as required by this 2 Protective Order unless the mediator is a judicial officer.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that 6 compels disclosure of any information or items designated in this Action as

7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

8 ONLY” that Party must: 9 (a) promptly notify in writing the Designating Party. Such notification 10 shall include a copy of the subpoena or court order unless prohibited by law; 11 (b) promptly notify in writing the party who caused the subpoena or order 12 to issue in the other litigation that some or all of the material covered by the subpoena 13 or order is subject to this Protective Order. Such notification shall include a copy of 14 this Stipulated Protective Order; and 15 (c) cooperate with respect to all reasonable procedures sought to be 16 pursued by the Designating Party whose Protected Material may be affected. 17 If the Designating Party timely seeks a protective order, the Party served 18 with the subpoena or court order shall not produce any information designated in this 19 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ 20 EYES ONLY” before a determination by the court from which the subpoena or order 21 issued, unless the Party has obtained the Designating Party’s permission. The 22 Designating Party shall bear the burden and expense of seeking protection in that 23 court of its confidential material, and nothing in these provisions should be construed 24 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful 25 directive from another court.

26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED 27 IN THIS LITIGATION

1 9.1. Application. The terms of this Order are applicable to information 2 produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or 3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information 4 produced by Non-Parties in connection with this litigation is protected by the 5 remedies and relief provided by this Order. Nothing in these provisions should be 6 construed as prohibiting a Non-Party from seeking additional protections. 7

9.2. Notification. In the event that a Party is required, by a valid discovery 8 request, to produce a Non-Party’s confidential information in its possession, and the 9 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s 10 confidential information, then the Party shall: 11 (a) promptly notify in writing the Requesting Party and the Non-Party 12 that some or all of the information requested is subject to a confidentiality agreement 13 with a Non-Party; 14 (b) promptly provide the Non-Party with a copy of the Stipulated 15 Protective Order in this Action, the relevant discovery request(s), and a reasonably 16 specific description of the information

requested; and 17 (c) make the information requested available for inspection by the 18 Non-Party, if requested. 19 9.3. Conditions of Production. If the Non-Party fails to seek a protective order 20 from this Court within 21 days of receiving the notice and accompanying information, 21 the Receiving Party may produce the Non-Party's confidential information responsive 22 to the discovery request. If the Non-Party timely seeks a protective order, the 23 Receiving Party shall not produce any information in its possession or control that is 24 subject to the confidentiality agreement with the Non-Party before a determination by 25 the Court. Absent a court order to the contrary, the Non-Party shall bear the burden 26 and expense of seeking protection in this Court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 2 Protected Material to any person or in any circumstance not authorized under this 3 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 4 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 5 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or 6 persons to whom unauthorized disclosures were made of all the terms of this Order, 7 and (d) request such person or persons to execute the "Acknowledgment and 8 Agreement to Be Bound" that is attached hereto as Exhibit A.

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain 12 inadvertently produced material is subject to a claim of privilege or other protection, 13 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

14 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 15 may be established in an e-discovery order that provides for production without prior 16 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 17 parties reach an agreement on the effect of disclosure of a communication or 18 information covered by the attorney-client privilege or work product protection, the 19 parties may incorporate their agreement in the stipulated protective order submitted to 20 the Court provided the Court so allows.

21 12. MISCELLANEOUS

22 12.1. Right to Relief. Nothing in this Order abridges the right of any person to 23 seek its modification by the Court in the future. 24 12.2. Right to Assert Other Objections. By stipulating to the entry of this 25 Protective Order, no Party waives any right it otherwise would have to object to 26 disclosing or producing any information or item on any ground not addressed in this 27 Stipulated Protective Order. Similarly, no Party waives any right to object on any 1 12.3. Filing Protected Material. A Party that seeks to file under seal any 2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 3 only be filed under seal pursuant to a court order authorizing the sealing of the 4 specific Protected Material at issue. If a Party's request to

file Protected Material 5 under seal is denied by the court, then the Receiving Party may file the information in 6 the public record unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in Sections 2 9 (DEFINITIONS) and 4 (TRIAL AND DURATION), within 60 days of a written 10 request by the Designating Party, each Receiving Party must return all Protected 11 Material to the Producing Party or destroy such material. As used in this subdivision, 12 “all Protected Material” includes all copies, abstracts, compilations, summaries, and 13 any other format reproducing or capturing any of the Protected Material. Whether the 14 Protected Material is returned or destroyed, the Receiving Party must submit a written 15 certification to the Producing Party (and, if not the same person or entity, to the 16 Designating Party) by the 60 day deadline that (1) identifies (by category, where 17 appropriate) all the Protected Material that was returned or destroyed; and (2) affirms 18 that the Receiving Party has not retained any copies, abstracts, compilations, 19 summaries, or any other format reproducing or capturing any of the Protected 20 Material. Notwithstanding this provision, Counsel are entitled to retain an archival 21 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 22 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 23 work product, and consultant and expert work product, even if such materials contain 24 Protected Material. Any such archival copies that contain or constitute Protected 25 Material remain subject to this Protective Order as set forth in Section 4 (TRIAL 26 AND DURATION).

27 14. VIOLATION

1 Any violation of this Order may be punished by any and all appropriate 2 measures including, without limitation, contempt proceedings and/or monetary 3 sanctions. 4 5 6 7 8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 9

10 DATED: 10/8/2025 THE LONG LAW GROUP

11 /s/ Randy A. Lopez 12 Randy A. Lopez 13 Attorneys for Plaintiff Aimee Allison 14 15

DATED: 10/8/2025 FOX ROTHSCCHILD LLP

16 /s/ David Aronoff 17 David Aronoff 18 Attorneys for Defendant Terri J. Vaughn 19 20

DATED: 10/8/2025 PRYOR CASHMAN LLP

21 22 /s/ Benjamin Akley Benjamin Akley 23 24 Attorneys for Defendant Tyler Vision LLC 25

26 DATED: 10/8/2025 PRYOR CASHMAN LLP

27 /s/ Benjamin Akley 1 Benjamin Akley 2 Attorneys for Defendant Netflix, Inc. 3 4 5 6 7 8 9 10

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 1 |} FOR GOOD CAUSE SHOWN, IT IS SO ORDERED. 3 || Dated: 10/14/2025 By: fe 4 Honorable Jean P. Rosenbluth 5 United States District Judge 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of 4 _____ [print

or type full address], declare under penalty of perjury 5 that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California 6 on [date] in the case of Aimee Allison v. Terri J. Vaughn, et al, 25-cv-04476-RGK- 7 JPR. I agree to comply with and to be bound by all the terms of this Stipulated 8 Protective Order, and I understand and acknowledge that failure to comply could 9 expose me to sanctions and punishment in the nature of contempt. I solemnly 10 promise that I will not disclose in any manner any information or item that is subject 11 to this Stipulated Protective Order to any person or entity except in strict compliance 12 with the provisions of this Order. 13 I further agree to submit to the jurisdiction of the United States District Court 14 for the Central District of California for the purpose of enforcing the terms of this 15 Stipulated Protective Order, even if such enforcement proceedings occur after 16 termination of this action. I hereby appoint _____ [print 17 or type full name] of _____ [print or type 18 full address and telephone number] as my California agent for service of process in 19 connection with this action or any proceedings related to enforcement of this 20 Stipulated Protective Order. 21 22 Date: _____ 23 City and State where sworn and signed: _____ Printed name: _____ 24 Signature: _____ 25 26 27