

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Jason Gold v. Cerence Inc.

No. 2:25-cv-05039-ODW-MBK (C.D. Cal. Dec. 12, 2025) · No. 2:25-cv-05039-ODW-MBK · Decided
December 12, 2025

SUMMARY

This document is a stipulated protective order in Jason Gold v. Cerence Inc., a civil action pending in the U.S. District Court for the Central District of California. It governs the designation, use, disclosure, challenge, filing under seal, and final disposition of confidential discovery materials, and was ordered by Magistrate Judge Michael B. Kaufman on December 12, 2025.

OPINION

I 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL DISTRICT OF
CALIFORNIA 10 WESTERN DIVISION — LOS ANGELES II || JASON GOLD, Case No. 2:25-
cv-05039-ODW-MBK 12 Plaintiff, (RROPOSKD) STIPULATED 13 |I vy. 14 || CERENCE INC.,
a Delaware Judge: Otis D. Wright, III 1 corporation, Magistrate Judge: Michael B. Kaufman 16
Petencant Complaint Scrved: lune' 18,3025 17 18 || 1.

GENERAL 19 1.1 Purposes and Limitations. Discovery in this action is likely to □□□□ 20 ||
production of confidential, proprietary, or private information for which speci 21 || protection from
public disclosure and from use for any purpose other than prosecutin 22 || this litigation may be
warranted.

Accordingly, the parties hereby stipulate to an 23 || petition the Court to enter the following
Stipulated Protective Order. The parti 24 || acknowledge that this Order does not confer blanket
protections on all disclosures « 25 || responses to discovery and that the protection it affords from
public disclosure and us 26 || extends only to the limited information or items that are entitled to
confidenti 27 || treatment under the applicable legal principles.

The parties further acknowledge, as s: 28 || forth in Section 12.3, below, that this Stipulated
Protective Order does not entitle the: 1 to file confidential information under seal; Civil Local
Rule 79-5 sets forth the 2 procedures that 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 1.2 Good Cause Statement. 5 This action is likely to involve sensitive commercial, financial,
customer, 6 technical and/or proprietary information for which special protection from public 7
disclosure and from use for any purpose other than prosecution of this action is 8 warranted. Such

confidential and sensitive materials and information consist of, among 9 other things, confidential business or financial information, information regarding 10 confidential business practices, or other confidential research, development, or 11 commercial information (including customer information, confidential contractual 12 terms, or other information impacting market share or trade competition), information 13 otherwise generally unavailable to the public, or which may be privileged or otherwise 14 protected from disclosure under state or federal statutes, court rules, case decisions, or 15 common law.

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

It is the 21 intent of the parties that information will not be designated as confidential for tactical 22 reasons and that nothing be so designated without a good faith belief that it has been 23 maintained in a confidential, non-public manner, and there is good cause why it should 24 not be part of the public record of this case. 25 /// 26 /// 27 /// 28 /// 1 2.

DEFINITIONS 2 2.1 Action: Gold v. Cerence, Inc., 2:25-cv-05039-ODW (MBK) (C.D. Cal. 3 June 3, 2025). 4 2.2 Challenging Party: a Party or Non-Party that challenges the designation of 5 information or items under this Order. 6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how 7 it is generated, stored or maintained) or tangible things that qualify for protection under 8 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause 9 Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their 11 support staff). 12 2.5 Designating Party: a Party or Non-Party that designates information or 13 items that it produces in disclosures or in responses to discovery as 14 “CONFIDENTIAL.” 15 2.6 Disclosure or Discovery Material: all items or information, regardless of 16 the medium or manner in which it is generated, stored, or maintained (including, among 17 other things, testimony, transcripts, and tangible things), that are produced or generated 18 in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter 20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an 21 expert witness or as a consultant in this Action. 22 2.8 House Counsel: attorneys who are employees of a party to this Action. 23 House Counsel does not include Outside Counsel of Record or any other outside 24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or 26 other legal entity not named as a Party to this action. 27 2.10 Outside Counsel of Record: attorneys who are not employees of a party to 28 this Action but are retained to represent or advise a party to this Action and have 1 appeared in this Action on behalf of that party or are affiliated with a law firm that has 2 appeared on behalf of that party, including support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors, 4 employees, consultants, retained experts, and Outside Counsel of Record (and their 5 support staffs). 6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 7 Discovery Material in this Action. 8 2.13 Professional Vendors: persons or entities that provide litigation support 9 services (e.g., photocopying, videotaping, translating, preparing exhibits or 10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and 11 their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is 13 designated as “CONFIDENTIAL.” 14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 15 from a Producing Party. 16 3. SCOPE 17 The protections conferred by this Stipulation and Order cover not only Protected 18 Material (as defined above), but also (1) any information copied or extracted from 19 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected 20 Material; and (3) any testimony, conversations, or presentations by Parties or their 21 Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the trial 23 judge. This Order does not govern the use of Protected Material at trial. 24 4. DURATION 25 Once a case proceeds to trial, all of the court-filed information to be introduced 26 that was previously designated as confidential or maintained pursuant to this protective 27 order becomes public and will be presumptively available to all members of the public, 28 including the press, unless compelling reasons supported by specific factual findings to 1 proceed otherwise are made to the trial judge in advance of the trial.

See *Kamakana v. 2 City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing 3 “good cause” showing for sealing documents produced in discovery from “compelling 4 reasons” standard when merits-related documents are part of court record). 5 Accordingly, the terms of this protective order do not extend beyond the 6 commencement of the trial.

7 5. DESIGNATING PROTECTED MATERIAL 8 5.1 Exercise of Restraint and Care in Designating Material for Protection. 9 Each Party or Non-Party that designates information or items for protection under this 10 Order must take care to limit any such designation to specific material that qualifies 11 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. 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" (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 margins). (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition.

21 (c) for information produced in some form other than documentary and 22 for any other tangible items, that the Producing Party affix in a prominent place on the 23 exterior of the container or containers in which the information is stored the legend 24 “CONFIDENTIAL.” If only a portion or portions of the information warrants 25 protection, the Producing Party, to the extent practicable, shall identify the protected 26 portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 28 failure to designate qualified information or items does not, standing alone, waive the 1 Designating Party’s right to secure protection under this Order for such material. Upon 2 timely correction of a designation, the Receiving Party must make reasonable efforts to 3 assure that the material is treated in accordance with the provisions of this Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 6 designation of confidentiality at any time that is consistent with the Court’s Scheduling 7 Order. 8 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute 9 resolution process under Local Rule 37-1, et seq, as modified by Judge Kaufman’s 10 Procedures. See <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any 11 discovery motion must strictly comply with these procedures. 12 6.3 Burden.

The burden of persuasion in any such challenge proceeding shall 13 be on the Designating Party. Frivolous challenges, and those made for an improper 14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) 15 may expose the Challenging Party to sanctions. Unless the Designating Party has 16 waived or withdrawn the confidentiality designation, all parties shall continue to afford 17 the material in question the level of protection to which it is entitled under the Producing 18 Party’s designation until the Court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL 20 7.1 Basic Principles. A Receiving Party may use Protected Material that is 21 disclosed or produced by another Party or by a Non-Party in connection with this Action 22 only for prosecuting, defending, or attempting to settle this Action. Such Protected 23 Material may be disclosed only to the categories of persons and under the conditions 24 described in this Order.

When the Action has been terminated, a Receiving Party must 25 comply with the provisions of section 13 below (FINAL DISPOSITION). 26 Protected Material must be stored and maintained by a Receiving Party at a 27 location and in a secure manner that ensures that access is limited to the persons 28 authorized under this Order. 1 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless otherwise 2 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party 3 may disclose any information or item designated “CONFIDENTIAL” only to: 4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well 5 as employees of said Outside Counsel of Record to whom it is reasonably necessary to 6 disclose the information for this Action; 7 (b) the officers, directors, and employees (including House Counsel) of 8 the Receiving Party to whom disclosure is reasonably necessary for this Action; 9 (c) Experts (as defined in this Order) of the Receiving Party to whom 10 disclosure is reasonably necessary for this Action and who have signed the 11 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 12 (d) the Court and its personnel; 13 (e) court reporters and their staff; 14 (f) professional jury or trial consultants, mock jurors, and Professional 15 Vendors to whom disclosure is reasonably necessary for this Action and who have 16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 17 (g) the author or recipient of a document containing the information or a 18 custodian or other person who otherwise possessed or knew the information; 19 (h) during their depositions, witnesses, and attorneys for witnesses, in the 20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party 21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will 22 not be permitted to keep any confidential information unless they sign the 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed 24 by the Designating Party or ordered by the Court.

Pages of transcribed deposition 25 testimony or exhibits to depositions that reveal Protected Material may be separately 26 bound by the court reporter and may not be disclosed to anyone except as permitted 27 under this Stipulated Protective Order; and 28 / / / 1 (i) any mediator or settlement officer, and their supporting personnel, 2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 4 IN 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,” that Party must: 8 (a) promptly notify in writing the Designating Party. Such notification shall 9 include a copy of the subpoena or court order; 10 (b) promptly notify in writing the party who caused the subpoena or order to 11 issue in the other litigation that some or all of the material covered by the subpoena or 12 order is subject to this Protective Order.

Such notification shall include a copy of this 13 Stipulated Protective Order; and 14 (c) cooperate with respect to all reasonable procedures sought to be pursued by 15 the Designating Party whose Protected Material may be affected. 16 If the Designating Party timely seeks a protective order, the Party served with 17 the subpoena or court order shall not produce any information designated in this action 18 as “CONFIDENTIAL” before a determination by the court from which the subpoena 19 or order issued, unless the Party has obtained the Designating Party’s permission.

The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court. 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION (a) The terms of this Order are applicable to information produced by a Non- Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief 1 provided by this Order.

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

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

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material. 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A. 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL When a Producing Party gives notice to Receiving Parties that certain

inadvertently produced material is subject to a claim of privilege or other protection, 8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil 9 Procedure 26(b) (5)(B). This provision is not intended to modify whatever procedure 10 may be established in an e-discovery order that provides for production without prior 11 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the 12 parties reach an agreement on the effect of disclosure of a communication or 13 information covered by the attorney-client privilege or work product protection, the 14 parties may incorporate their agreement in the stipulated protective order submitted to 15 the Court. 16 12. MISCELLANEOUS 17 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 18 person to seek its modification by the Court in the future. 19 12.2 Right to Assert Other Objections. By stipulating to the entry of this 20 Protective Order, no Party waives any right it otherwise would have to object to 21 disclosing or producing any information or item on any ground not addressed in this 22 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 23 ground to use in evidence of any of the material covered by this Protective Order. 24 12.3 Filing Protected Material. A Party that seeks to file under seal any 25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 26 only be filed under seal pursuant to a court order authorizing the sealing of the specific 27 Protected Material at issue; good cause must be shown in the request to file under seal.

28 If a Party's request to file Protected Material under seal is denied by the Court, then the 1 Receiving Party may file the information in the public record unless otherwise 2 instructed by the Court. 3 13. FINAL DISPOSITION 4 After the final disposition of this Action, within 60 days of a written request by 5 the Designating Party, each Receiving Party must return all Protected Material to the 6 Producing Party or destroy such material.

As used in this subdivision, "all Protected 7 Material" includes all copies, abstracts, compilations, summaries, and any other format 8 reproducing or capturing any of the Protected Material. Whether the Protected Material 9 is returned or destroyed, the Receiving Party must submit a written certification to the 10 Producing Party (and, if not the same person or entity, to the Designating Party) by the 11 60 day deadline that (1) identifies (by category, where appropriate) all the Protected 12 Material that was returned or destroyed, (2) affirms that the Receiving Party has not 13 retained any copies, abstracts, compilations, summaries or any other format 14 reproducing or capturing any of the Protected Material, and (3) affirms that individual 15 or non-party to whom Receiving Party disclosed Protected Material pursuant to Section 16 7.2 or otherwise has returned or destroyed any such Protected Material.

17 Notwithstanding this provision, counsel are entitled to retain an archival copy of all 18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, 19 correspondence, deposition and trial exhibits, expert reports, attorney work product, 20 and consultant and expert work product, even if such materials contain Protected 21 Material.

Any such archival copies that contain or constitute Protected Material remain 22 subject to this Protective Order as set forth in Section 4 (DURATION). 23 /// 24 /// 25 /// 26 /// 27 /// 28 // / 1 || 14. VIOLATION OF ORDER 2 Any violation of this Order may be punished by any and all appropriate measure 3 || including, without limitation, contempt proceedings and/or monetary sanctions.

4 5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD. 6 7 Dated: December 10, 2025 ROME LLP 8 9 By: /s/ Eugene Rome Eugene Rome 10 Attorneys for Plaintiff JASON GOLD 11 12 /Dated: December 10, 2025 DINSMORE & SHOHL LLP 13 14 By: /s/ Arielle I. Goren 15 Javier F. Flores (pro hac vice) Jeffrey B. Witham 16 Arielle I. Goren 17 Attorneys for Defendant CERENCE, INC., ig a Delaware corporation 19 IT ISSO ORDERED.

20; 51 |) DATED: _ 12/12/2025 LA □□□ MICHAEL B. KAUFMAN 22 UNITED STATES MAGISTRATE JUDGE 23 24 25 26 27 28 13 1 ECF SIGNATURE CERTIFICATION 2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that Eugene Rome, Esq., 3 counsel for Plaintiff Jason Gold, concurs in the content of this document and has 4 authorized the filing of this document. Dated: December 10, 2025 DINSMORE & SHOHL LLP 5 6 By: /s/ Arielle I. Goren 7 Arielle I. Goren 8 Attorneys for Defendant CERENCE, INC., a Delaware corporation 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28