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11
 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 ASI FOOD SAFETY, LLC,

15 *Plaintiff,*

16 v.

17 HYBCO U.S.A.,

18 *Defendant.*

Case No.: 2:21-cv-01022-RSWL-E

**STIPULATED PROTECTIVE
ORDER**

19 HYBCO U.S.A.,

20 *Third-Party Plaintiff,*

21 v.

22 SAMUEL CONTRERAS, individually
 23 and doing business as
 24 SC FOOD SAFETY SOLUTIONS,

25 *Third-Party Defendant.*

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 2. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may
25 be privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
28 discovery materials, to adequately protect information the parties are entitled to

1 keep confidential, to ensure that the parties are permitted reasonable necessary uses
2 of such material in preparation for and in the conduct of trial, to address their
3 handling at the end of the litigation, and serve the ends of justice, a protective order
4 for such information is justified in this matter. It is the intent of the parties that
5 information will not be designated as “Confidential” or “Highly Confidential -
6 Attorneys Eyes Only” for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of
9 this case.

10 3. DEFINITIONS

11 3.1 Action: this pending federal law suit.

12 3.2 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that
16 qualify for protection under Federal Rule of Civil Procedure 26(c),
17 and as specified above in the Good Cause Statement.

18 3.4 Counsel (without qualifier): Outside Counsel of Record and House
19 Counsel (as well as
20 their support staff).

21 3.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS EYES ONLY.”

25 3.6 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or
27 maintained (including, among other things, testimony, transcripts, and
28 tangible things), that are produced or generated in disclosures or

1 responses to discovery in this matter.

2 3.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its
4 counsel to serve as an expert witness or as a consultant in this Action.

5 3.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items: extremely sensitive “Confidential Information
7 or Items,” disclosure of which to another Party or Non-Party would
8 create a substantial risk of serious harm that could not be avoided by
9 less restrictive means.

10 3.9 House Counsel: attorneys who are employees of a party to this Action.
11 House Counsel does not include Outside Counsel of Record or any
12 other outside counsel.

13 3.10 Non-Party: any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this action.

15 3.11 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to
17 this Action and have appeared in this Action on behalf of that party or
18 are affiliated with a law firm which has appeared on behalf of that
19 party, and includes support staff.

20 3.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of
22 Record (and their support staffs).

23 3.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 3.14 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating,
27 preparing exhibits or demonstrations, and organizing, storing, or
28 retrieving data in any form or medium) and their employees and

1 subcontractors.

2 3.15 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS EYES ONLY.”

5 3.16 Receiving Party: a Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 4. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.
13 However, the protections conferred by this Stipulation and Order do not cover the
14 following information: (a) any information that is in the public domain at the time
15 of disclosure to a Receiving Party or becomes part of the public domain after its
16 disclosure to a Receiving Party as a result of publication not involving a violation
17 of this Order, including becoming part of the public record through trial or
18 otherwise; and (b) any information known to the Receiving Party prior to the
19 disclosure or obtained by the Receiving Party after the disclosure from a source
20 who obtained the information lawfully and under no obligation of confidentiality to
21 the Designating Party.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 5. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

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