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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DO NO HARM et al.
Plaintiffs,
and
UNITED STATES OF AMERICA,
Plaintiff-Intervenor,
v.
REGENTS OF THE UNIVERSITY
OF CALIFORNIA et al.,
Defendants.

Case No. 2:25-cv-4131-JWH-JDE
**STIPULATED AMENDED
PROTECTIVE ORDER
REGARDING DISCLOSURE AND
USE OF DISCOVERY
MATERIALS**
DISCOVERY MATTER

Based on the Stipulation (Dkt. 97) by and between Plaintiffs (Students for Fair Admissions (“SFFA”), Do No Harm, and Kelly Mahoney), Plaintiff-Interventors (the United States of America), and Defendants (Regents of the University of California, Julio Frenk, Gene Block, and Jennifer Lucero) (together, “Parties” individually, “Party”) and for good cause shown, the Court finds and orders as follows.

1. DEFINITIONS

(a) “Action” means *Do No Harm et al. v. Regents of the University of California et al.*, No. 2:25-cv-4131-JWH-JDE (C.D. Cal.).

(b) “Discovery Material” means all items or information, including from any nonparty, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are

1 produced, disclosed, or generated in connection with discovery in this Action pursu-
2 ant to the Federal Rules of Civil Procedure, a court order, or any other agreement or
3 stipulation by or among the Parties. For the avoidance of doubt, the definition of
4 Discovery Material includes information exchanged between the Parties and their
5 counsel during discovery, including during conferences among the Parties and their
6 counsel about information requested during discovery.

7 (c) “Disclose” (or forms thereof) means to distribute, provide, or otherwise
8 make available for access, viewing, or copying. “Disclose” includes the actual covered
9 document or item as well as the contents or information contained therein, such that
10 disclosing a copy, summary, paraphrasing, or characterization would be considered a
11 disclosure of the document itself for purposes of this Protective Order.

12 (d) “Document” means all items listed in Federal Rules of Civil Procedure
13 34(a)(1)(A) & (B).

14 (e) “DGSOM” means the David Geffen School of Medicine at the Univer-
15 sity of California—Los Angeles.

16 (f) “Producing Party” means any Party or nonparty that discloses or pro-
17 duces any Discovery Material in this Action.

18 (g) “Protected Material” means any Discovery Material designated as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
20 ONLY,” as provided for in this Order.

21 (h) “Receiving Party” means any Party who receives Discovery Material
22 from a Producing Party.

23 (i) “Termination Date” means the later of (1) the date on which all claims
24 of any Party are dismissed with or without prejudice, or (2) the date on which all ap-
25 peals, reconsiderations, or remands have been exhausted following the entry of a final
26 judgment by this Court.

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1 **2. PURPOSES AND LIMITATIONS**

2 (a) This Protective Order applies to discovery materials whether the Docu-
3 ments are produced by a party or a person or entity who is not a party to this Action
4 (a “nonparty”). This Order binds the Parties and their respective agents, successors,
5 personal representatives, and assignees.

6 (b) Unless otherwise agreed by the Parties, Protected Material shall be used
7 by a Receiving Party for the sole purpose of litigating this Action, and shall not be
8 used or disclosed, directly or indirectly, for any other purpose whatsoever. A Receiv-
9 ing Party shall not attempt to identify or learn or verify the name, Social Security
10 number, date of birth, street address, email address, telephone number, or other con-
11 tact information of any DGSOM students or applicants, or their family members,
12 who are not members of Do No Harm or SFFA from any Protected Material unless
13 the Receiving Party demonstrates that it requires this information to support its claims
14 or defenses. The Receiving Party may not use Protected Material in connection with
15 contacting any DGSOM students or applicants unless the Receiving Party demon-
16 strates that it must do so to support its claims or defenses. In the event a Receiving
17 Party asserts it must (a) identify or learn or verify the name, date of birth, street ad-
18 dress, email address, telephone number, or other contact information of any DGSOM
19 students or applicants, or their family members, who are not members of Do No
20 Harm or SFFA from any Protected Material in order to support its claims or defenses,
21 or (b) use Protected Material to contact any DGSOM students or applicants in order
22 to support its claims or defenses, the Parties shall confer in good faith within ten (10)
23 days after the Receiving Party notifies the Producing Party that it requires this infor-
24 mation. If the Parties are unable to reach an agreement, the Receiving Party may make
25 an appropriate application to the Court. During the pendency of any such application,
26 the Receiving Party shall not (i) attempt to identify or learn or verify the name, date of
27 birth, street address, email address, telephone number, or other contact information
28 of any DGSOM students or applicants, or their family members, who are not

1 members of Do No Harm or SFFA from any Protected Material, or (ii) use infor-
2 mation learned from any Protected Material to contact any DGSOM students or ap-
3 plicants. Nothing in this Order prevents a Receiving Party from contacting or being
4 contacted by DGSOM students or applicants using means other than Protected Mate-
5 rial.

6 (c) The Parties acknowledge that this Order does not confer blanket protec-
7 tions on all disclosures during discovery, or in the course of making initial or supple-
8 mental disclosures under Rule 26(a). Designations under this Order shall be made
9 with care and shall not be made absent a good faith belief that the designated material
10 satisfies the criteria set forth herein. If it comes to a Producing Party's attention that
11 designated material does not qualify for protection at all, or does not qualify for the
12 level of protection initially asserted, the Producing Party must promptly notify all
13 other Parties that it is withdrawing or changing the designation. The Parties further
14 acknowledge, as set forth in Section 13, below, that this Stipulated Protective Order
15 does not entitle them to file confidential information under seal; Local Rule 79-5 of
16 the United States District Court of the Central District of California sets forth the
17 procedures that must be followed and the standards that will be applied when a party
18 seeks permission from the Court to file material under seal.

19 (d) Notwithstanding Sections 2(b), 5(a), 9, and 19 of this Protective Order,
20 the United States is permitted to use admissions data produced by Defendants—and
21 documents necessary to understand such data—in connection with its ongoing Title
22 VI compliance reviews, provided that (i) such use is permissible under Title VI as well
23 as the limitations and protections afforded documents previously produced by
24 DGSOM to the United States in response to the compliance review; and (ii) other
25 than as expressly described herein, this Protective Order applies in full force to the
26 United States.

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1 **3. SCOPE**

2 (a) The protections conferred by this Order cover not only Protected Mate-
3 rial (as defined above), but also any information copied or extracted therefrom, as well
4 as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversa-
5 tions, or presentations by the Parties or their counsel made in Court or in other set-
6 tings that might reveal Protected Material, including, for example, during conferences
7 among the Parties and their counsel about information requested during discovery.

8 (b) Nothing in this Order shall prevent or restrict a Producing Party’s own
9 disclosure or use of its own Discovery Material for any purpose, and nothing in this
10 Order shall preclude any Producing Party from showing its Discovery Material to an
11 individual who previously prepared or received the Discovery Material.

12 (c) Nothing in this Order shall be construed to prejudice any Party’s right to
13 use any Protected Material in Court or in any Court filing, provided that the Party
14 complies with this Order and, as appropriate, with any applicable rules regarding the
15 filing under seal and use of material designated for protection. A Producing Party may
16 consent in writing to the public filing and/or use of its Protected Materials by another
17 Party.

18 (d) Nothing herein shall be deemed a waiver of a Party’s right to object to
19 the production of any document, communication, or other Discovery Material (in-
20 cluding, without limitation, on the basis of relevance, burden, expense, privilege, or
21 other evidentiary immunity).

22 (e) This Order is without prejudice to the right of any Party to seek further
23 or additional protection of any Discovery Material or to modify this Order in any way,
24 including, without limitation, an order that certain matter not be produced at all or an
25 order that certain Protected Materials do not qualify for protection or the level of pro-
26 tection designated.

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1 **4. DURATION**

2 Even after the Termination Date, and unless otherwise indicated in this Order,
3 the confidentiality obligations imposed by this Order shall remain in effect until a Pro-
4 ducing Party agrees otherwise in writing or an order from this Court otherwise directs.

5 **5. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 (a) Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a nonparty in connection with this Ac-
8 tion only for prosecuting, defending, or attempting to settle this litigation. Such Pro-
9 tected Material may be disclosed only to the categories of persons and under the con-
10 ditions described in this Order. Protected Material must be stored and maintained by
11 a Receiving Party in a secure manner and at a location that ensures that access is lim-
12 ited to the persons authorized under this Order.

13 (b) Legal Advice Based on Protected Material. Nothing in this Protective
14 Order shall be construed to prevent counsel for a Receiving Party from advising their
15 clients with respect to this Action based in whole or in part upon Protected Materials,
16 provided that counsel does not disclose the Protected Materials themselves, the con-
17 tent of those Protected Materials, or the fact of those particular Protected Materials'
18 existence except as provided in this Order.

19 (c) Limitations. Nothing in this Order shall restrict in any way the use or
20 disclosure of Discovery Material by a Receiving Party: (i) that is or has become pub-
21 licly known through no fault of the Receiving Party; (ii) that has been lawfully ac-
22 quired and is known to the Receiving Party independent of the Producing Party; (iii)
23 that has been previously produced, disclosed, and/or provided by the Producing Party
24 to the Receiving Party or a nonparty without an obligation of confidentiality and not
25 by inadvertence or mistake; (iv) consented to by the Producing Party; or (v) ordered
26 by the Court.

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1 **6. DESIGNATING PROTECTED MATERIAL**

2 (a) Available Designations. Any Producing Party may designate Discovery
3 Material with either of the following designations, provided that it meets the require-
4 ments for such designations as provided for herein: “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL –ATTORNEYS’ EYES ONLY.”

6 (b) Written Discovery and Documents and Tangible Things. Written discov-
7 ery, documents (including electronically stored information (“ESI”), as that phrase is
8 used in Federal Rule of Civil Procedure 34), and tangible things that meet the require-
9 ments for the confidentiality designations in paragraph 6(a) may be so designated by
10 affixing the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—AT-
11 TORNEYS’ EYES ONLY,” as appropriate, to each page of the written material that
12 contains Protected Material at the time that such documents are produced or such in-
13 formation is disclosed, or as soon thereafter as the Producing Party notifies the Re-
14 ceiving Party of the confidential nature of the information or material disclosed. For
15 digital files being produced, the Producing Party may mark each viewable page or im-
16 age that contains Protected Material with the legend “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” as appropriate, and
18 mark the medium, container, and/or communication in which the digital files were
19 contained with the appropriate designation. Material produced in native format (in-
20 cluding but not limited to material produced in Excel) containing Protected Material
21 shall be designated by (i) producing a TIFF (or similar electronic) placeholder image
22 corresponding to the native material that includes the “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” legend and (ii) in-
24 cluding “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’
25 EYES ONLY” in the file name of the native material, where practicable.

26 (c) Materials Made Available for Inspection. A Producing Party that makes
27 original documents or materials available for inspection need not designate them for
28 protection until after the inspecting Party has indicated which material it would like

1 copied and produced. During the inspection and before the designation, all of the ma-
2 terial made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the docu-
4 ments it wants copied and produced, the Producing Party must determine which doc-
5 uments, or portions thereof, qualify for protection under this Order. Then, before
6 producing the specified documents, the Producing Party must affix the appropriate
7 designation to each page of a document that contains Protected Material.

8 (d) Information Exchanged During Conferences Among the Parties and
9 Their Counsel: Prior to producing Discovery Material, a Producing Party need not
10 designate such information for protection. During such time, including during the
11 meet-and-confer process regarding information requested during discovery, all Dis-
12 covery Material—including information exchanged during conferences among the
13 Parties and their counsel—shall be deemed “HIGHLY CONFIDENTIAL – AT-
14 TORNEYS’ EYES ONLY.” Prior to producing any such Discovery Material, the
15 Producing Party must determine which Discovery Material, or portions thereof, qual-
16 ify for protection under this Order, and must affix the appropriate designation to such
17 Discovery Material.

18 (e) Depositions. Parties or testifying persons or entities may designate depo-
19 sitions with the appropriate designation by indicating on the record at the time the
20 testimony is given or by sending written notice of how portions of the transcript of
21 the testimony are designated within twenty-one (21) days of receipt of the final tran-
22 script of the testimony. If no indication on the record is made, all information dis-
23 closed during a deposition shall be deemed “HIGHLY CONFIDENTIAL – AT-
24 TORNEYS’ EYES ONLY” until the time for designating the final transcripts as de-
25 scribed above has passed, unless the Parties agree in writing or on the record or the
26 Court orders otherwise. Any Protected Material that is used in the taking of a deposi-
27 tion shall remain subject to the provisions of this Protective Order. In such cases the
28 court reporter shall be informed of this Protective Order and shall be required to

1 operate in a manner consistent with this Protective Order. In the event the deposition
2 is videotaped, the original and all copies of the videotape shall be marked by the video
3 technician to indicate that the contents of the videotape are subject to this Protective
4 Order, substantially along the lines of “This videotape contains confidential testimony
5 used in this case and is not to be viewed or the contents thereof to be displayed or re-
6 vealed except pursuant to the terms of the operative Protective Order in this matter
7 or pursuant to written stipulation of the parties or order of the Court.” Counsel for
8 any Producing Party shall have the right to exclude from oral depositions any person,
9 other than the deponent, deponent’s counsel, counsel for the Parties, the stenog-
10 rapher and/or videographer (if any), who is not authorized by this Protective Order to
11 receive or access Protected Material based on the designation of such Protected Mate-
12 rial. Such right of exclusion shall apply only to the specific periods of examination or
13 testimony that pertain or relate to such Protected Material.

14 (f) Discovery Material Designated as “CONFIDENTIAL.”

15 A Producing Party may designate Discovery Material as “CONFIDENTIAL”
16 if it contains or reflects information that it believes in good faith qualifies for protec-
17 tion under Federal Rule of Civil Procedure 26(c). Examples of such information in-
18 clude material that a Party reasonably and in good faith believes to contain or to dis-
19 close information that the Party, in the ordinary course of business, does not or would
20 not publicly disclose, or information that a Party is under a preexisting obligation to
21 maintain as confidential. Unless otherwise ordered by the Court or permitted in writ-
22 ing by the Producing Party, a Receiving Party may disclose any material designated
23 “CONFIDENTIAL” only to:

24 (1) The Receiving Party’s outside counsel of record in this action, as
25 well as partners, associates, and other employees of any such counsel’s law firm (in-
26 cluding without limitation paralegals and support staff) to whom it is reasonably nec-
27 essary to disclose the information for this litigation;

1 (2) Officers, directors, and employees (including in-house Counsel)
2 of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

3 (3) Any testifying expert (hereinafter “Testifying Expert”) or non-tes-
4 tifying expert (hereinafter “Consulting Expert”) retained by the Receiving Party to as-
5 sist in this action (including such of the expert’s assistants or support staff as are rea-
6 sonably necessary to facilitate the expert’s work), provided that (A) disclosure is only
7 to the extent reasonably necessary to perform such work; and (B) such expert or con-
8 sultant (and any reasonably necessary assistants or support staff) has agreed to be
9 bound by the provisions of this Protective Order by signing a copy of the “Agree-
10 ment to Be Bound by Protective Order” (Exhibit A). Any “Agreement to Be Bound
11 by Protective Order” signed by a Party’s Consulting Expert does not need to be dis-
12 closed or circulated to other Parties until the Termination Date. Any “Agreement to
13 Be Bound by Protective Order” signed by a Party’s Testifying Expert does not need
14 to be disclosed or circulated to other Parties until disclosure of that Testifying Expert
15 is required pursuant to the Federal Rules of Civil Procedure;

16 (4) The Court, jury, and court personnel, pursuant to paragraph 10
17 and any applicable rules regarding the filing and/or use of materials designated for
18 protection;

19 (5) Court reporters, stenographers and videographers retained to rec-
20 ord testimony taken in this action to whom disclosure is reasonably necessary for this
21 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A);

23 (6) Document processing and hosting vendors, and graphics, transla-
24 tion, design, and/or trial consulting services (including, but not limited to, mock ju-
25 rors), to whom disclosure is reasonably necessary for this litigation and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

27 (7) Any other person with the prior written consent of the Producing
28 Party or by order of the Court.

1 (g) Discovery Material Designated as “HIGHLY CONFIDENTIAL - AT-
2 TORNEYS’ EYES ONLY.”

3 (1) A Producing Party may designate Discovery Material as
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it contains or re-
5 flects sensitive personal information or information that is trade secret and/or com-
6 mercially sensitive and that must be protected from disclosure. Examples of such in-
7 formation or material include trade secrets and other proprietary information; confi-
8 dential business information and practices; financial information; sensitive personal
9 information, including applicant and student information; material that a Party is un-
10 der a pre-existing obligation to a nonparty to treat as personal or confidential.

11 (2) All Protected Materials designated “HIGHLY CONFIDENTIAL
12 – ATTORNEYS’ EYES ONLY” shall be produced electronically or in hard copy, in
13 a manner agreed to by the Parties or ordered by the Court. To the extent any such
14 materials are produced electronically, the production media shall be encrypted with a
15 passcode of at least 10 characters. Any electronic copies of materials designated
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” maintained by a Re-
17 ceiving Party or its Counsel for archival, review, or use in prosecuting this action, shall
18 also be maintained in an encrypted environment.

19 (3) Printed copies of materials designated “HIGHLY CONFIDEN-
20 TIAL – ATTORNEYS’ EYES ONLY” maintained by the Receiving Party must be
21 kept in a locked storage container or room when not in use.

22 (4) Except as expressly provided in this Order, absent express written
23 permission from the Producing Party, the Receiving Party shall minimize the creation
24 of copies, duplicates, or images (whether electronic or in hard copy) of Discovery Ma-
25 terials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
26 Wherever possible, such materials shall be referenced in correspondence between the
27 Parties, in pleadings, or in Court filings by production Bates number, and images or
28 copies of such materials shall not be included. To the extent that a Receiving Party

1 reasonably needs to create copies, duplicates or images of such materials, the copies,
2 duplicates, or images must be labeled “HIGHLY CONFIDENTIAL – ATTOR-
3 NEYS’ EYES ONLY” as provided for in this Order.

4 (5) Unless otherwise ordered by the Court or permitted in writing by
5 the Producing Party, a Receiving Party may disclose any material designated
6 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” only to:

7 (i) The Receiving Party’s outside counsel of record in this ac-
8 tion, as well as partners, associates, and other employees of any such counsel (includ-
9 ing without limitation paralegals and support staff) to whom it is reasonably neces-
10 sary to disclose the information for this litigation;

11 (ii) Receiving Party’s in-house counsel, as well as employees of
12 said in-house counsel to whom it is reasonably necessary to disclose the information
13 for this litigation;

14 (iii) Any Testifying Expert or Consulting Expert retained by the
15 Receiving Party to assist in this action (including such of the expert’s assistants or
16 support staff as are reasonably necessary to facilitate the expert’s work), provided
17 that (A) disclosure is only to the extent reasonably necessary to perform such work;
18 and (B) such expert or consultant (and any reasonably necessary assistants or support
19 staff) has agreed to be bound by the provisions of this Protective Order by signing a
20 copy of the “Agreement to Be Bound by Protective Order” (Exhibit A). Any “Agree-
21 ment to Be Bound by Protective Order” signed by a Party’s Consulting Expert does
22 not need to be disclosed or circulated to other Parties until the Termination Date.

23 Any “Agreement to Be Bound by Protective Order” signed by a Party’s Testifying
24 Expert does not need to be disclosed or circulated to other Parties until disclosure of
25 that Testifying Expert is required pursuant to the Federal Rules of Civil Procedure;

26 (iv) The Court, jury, and court personnel, subject to paragraph
27 10 and any applicable rules regarding the filing and/or use of materials designated for
28 protection;

1 (v) Court reporters, stenographers and videographers retained
2 to record testimony taken in this action to whom disclosure is reasonably necessary
3 for this litigation and who have signed the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A);

5 (vi) Document processing and hosting vendors, and graphics,
6 design, and/or trial consulting services to whom disclosure is necessary for this litiga-
7 tion and who have signed the “Acknowledgment and Agreement to Be Bound” (Ex-
8 hibit A);

9 (vii) Any other person with the prior written consent of the
10 Producing Party or by order of the Court.

11 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 (a) Timing of Challenges. Any Party or Non-Party may challenge a designa-
13 tion of confidentiality at any time that is consistent with the Court’s Scheduling Or-
14 der.

15 (b) Method of Challenge. A Party that elects to initiate a challenge to a Pro-
16 ducing Party’s confidentiality designation must do so in good faith and must begin the
17 process by serving a written objection upon the Producing Party. The Producing
18 Party shall notify the challenging party in writing of the bases for the asserted designa-
19 tion within twenty-one (21) days of receiving a written objection. The Parties shall
20 confer in good faith as to the validity of the designation within seven (7) days after the
21 challenging party has received the Producing Party’s bases for the asserted designa-
22 tion. If the Parties are unable to reach an agreement as to the challenged designation,
23 the challenging party may seek relief from the Court under Local Civil Rule 37-1, et
24 seq. Until a challenge to an asserted designation is finally resolved by the Parties or the
25 Court, all Parties and persons shall treat the information or materials in question ac-
26 cording to the original designation.

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1 **8. USE AT DEPOSITIONS**

2 Any deponent may be shown or examined on any information, document or
3 thing, irrespective of designation, if it appears that the witness authored or received a
4 copy of it, or is employed by the Party who produced the information, document or
5 thing, or if the Producing Party consents in writing to such disclosure. The disclosure
6 of Protected Material to any such witness may be made only in connection with pre-
7 paring that witness for a deposition or hearing, or during a deposition or hearing.
8 Prior to the disclosure of such Protected Material to any such witness, counsel for the
9 Party making the disclosure shall deliver a copy of this Order to such person, shall ex-
10 plain that such person is bound by the terms of such Order, and shall secure the sig-
11 nature of such person on a copy of the “Acknowledgment and Agreement to Be
12 Bound” (Exhibit A).

13 For depositions, the Receiving Party shall not prepare more copies of materials
14 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” than are
15 reasonably necessary for the deponent, his or her counsel, counsel for the Parties, and
16 counsel of record expected to be in attendance. At the conclusion of the deposition,
17 one (1) paper copy of any such document marked as a deposition exhibit may be re-
18 tained by the Party who noticed the deposition as part of the official deposition rec-
19 ord. All other copies of such documents brought to the deposition shall be collected
20 and returned to the Producing Party or securely destroyed in a timely manner follow-
21 ing the deposition.

22 **9. OUTSIDE COUNSEL AND EXPERTS**

23 Any Outside Counsel or Expert who has been afforded access to information
24 or items from a Producing Party which has been designated “CONFIDENTIAL” or
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” including any Dis-
26 covery Material disclosed prior to production (*e.g.* during conferences between the
27 Parties and their counsel about information requested during discovery), shall not
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1 disclose, use, or apply such information or items for any purpose other than for work
2 or services performed in the scope of this Action.

3 **10. USE IN THIS ACTION**

4 The status and designation of information or material as “CONFIDENTIAL”
5 or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” shall not be lost
6 or impaired by use of such information or material in this Action or any appeal there-
7 from. Whenever any Protected Material must be filed with the Court, Parties shall file
8 and/or lodge those papers in a manner that is consistent with the Federal Rules of
9 Civil Procedure, Local Rule 79-5 of the United States District Court for the Central
10 District of California, the Federal Rules of Appellate Procedure, or the Ninth Circuit
11 Local Rules, as applicable. If the need arises for any party to disclose any Protected
12 Material in a proceeding in open Court or in support of a dispositive motion, it may
13 do so only after giving seven (7) days’ notice to the Producing Party who, after a
14 good-faith effort to meet and confer, may seek additional relief from this Court.

15 **11. NONPARTIES**

16 A copy of this Protective Order shall be furnished to each nonparty required to
17 produce documents or who otherwise formally discloses information in response to
18 discovery requests during this litigation. Such nonparties may elect to avail themselves
19 of, and agree to be bound by, the terms and conditions of this Protective Order.

20 **12. PROTECTED MATERIAL SUBPOENAED**

21 If a Receiving Party is served with a subpoena or an order issued in another ac-
22 tion that seeks disclosure of any information or items designated in this action as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY,” the Receiving Party must notify the Producing Party of that request in writ-
25 ing promptly and in no event more than seven (7) court days after receiving the sub-
26 poena or order. Such notification must include a copy of the subpoena or court order.
27 The Receiving Party also must immediately inform in writing the party who caused
28 the subpoena or order to issue in the other litigation that some or all of the material

1 covered by the subpoena or order is the subject of this Protective Order. In addition,
2 the Receiving Party must deliver a copy of this Protective Order promptly to the party
3 in the other action that caused the subpoena or order to issue.

4 The purpose of imposing these duties is to alert interested parties to the exist-
5 ence of this Protective Order and to afford the Producing Party in this Action an op-
6 portunity to protect its confidentiality interests in the court from which the subpoena
7 or order issued. The Producing Party shall bear the burden of seeking protection in
8 that court of its confidential material. Nothing in this Protective Order should be con-
9 strued as authorizing or encouraging a subpoenaed party to disobey a lawful directive
10 from this or another court.

11 **13. FILING PROTECTED MATERIAL**

12 Except as otherwise provided in this Order or otherwise ordered by the Court,
13 any Party wishing to file any Protected Material must either (1) obtain written permis-
14 sion from the Producing Party to file such material in the public record, or (2) move
15 the Court for leave to file the Protected Material under seal pursuant to Local Rule
16 79-5. Nothing herein shall preclude any Party from filing a redacted version of such a
17 pleading, brief, exhibit or other document in the public record that omits the Pro-
18 tected Material.

19 **14. REDACTIONS**

20 Pursuant to and consistent with the Federal Rules of Civil Procedure, any Pro-
21 ducing Party may redact information from the documents and things produced that
22 the Producing Party reasonably and in good faith believes (i) is subject to the attorney-
23 client privilege, work product immunity, a legal prohibition against disclosure, or any
24 other privilege or immunity; or (ii) for which there is a substantial need to redact the
25 information. The Producing Party shall denote any such redactions with a legend stat-
26 ing “REDACTED,” as appropriate, or a comparable notice, and shall preserve an un-
27 redacted version of each such document. To the extent a dispute arises regarding the
28

1 Producing Party's redactions, the Receiving Party may challenge any redaction con-
2 sistent with the Federal Rules of Civil Procedure.

3 **15. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIALS**

4 (a) Pursuant to Federal Rule of Evidence 502(d) and Federal Rule of Civil
5 Procedure 26(b)(5)(B), the attorney-client privilege, work product protection, or any
6 other privilege or protection shall not be waived, in this Action or in any other pro-
7 ceeding, by inadvertent disclosure. More specifically, if any privileged or protected
8 documents, records, and/or data are inadvertently disclosed to another party, such
9 documents will not lose the privilege and/or protection attached thereto because the
10 documents were inadvertently disclosed, nor may any such documents, once identi-
11 fied, be used for any purpose (including, without limitation, during a deposition). Af-
12 ter being notified of an inadvertent disclosure pursuant to Rule 26(b)(5)(B), and if a
13 Party does not dispute the protected nature of the document(s), all copies of such
14 document(s) shall be returned to the Producing Party or be destroyed within five (5)
15 days of the notice.

16 (b) If a dispute arises concerning the protected nature of the document(s)
17 that the Producing Party claims were inadvertently disclosed pursuant to Rule
18 26(b)(5)(B) and paragraph 15(a), the Parties shall meet and confer within 14 days from
19 the date the dispute arises in good faith in an effort to resolve the dispute. If the Par-
20 ties are unable to resolve the dispute, within 14 days following the meet and confer
21 the Producing Party may file a motion seeking a protective order protecting the docu-
22 ment(s) at issue from being further disclosed and requiring that the document(s) be
23 returned to the Producing Party. In the event of such a motion for protective order,
24 the Producing Party shall have the burden to demonstrate the claimed privilege, work
25 product immunity, or other immunity. The material that the Producing Party con-
26 tends was inadvertently disclosed shall be treated as covered by the claimed privilege,
27 work product immunity, or other immunity during the pendency of these discussions
28 and any ensuing motion practice. The Receiving Party will not use or refer to any

1 information contained within the document(s) at issue, including in deposition or at
2 trial or in any Court filing, unless and until such a motion for protective order is de-
3 nied by the Court.

4 **16. INADVERTENT FAILURE TO DESIGNATE PROPERLY**

5 (a) The inadvertent failure by a Producing Party to designate Discovery Ma-
6 terial as Protected Material with one of the designations provided for under this Order
7 shall not waive any such designation provided that the Producing Party notifies all Re-
8 ceiving Parties that such Discovery Material is protected under one of the categories
9 of this Order upon learning of the inadvertent failure to designate. The Producing
10 Party shall reproduce the Protected Material with a copy bearing the correct confiden-
11 tiality designation, consistent with the terms of this Order, within seven (7) days of
12 notifying the Receiving Parties. Upon receiving the Protected Material with the cor-
13 rect confidentiality designation, the Receiving Parties shall destroy all copies of any
14 Discovery Materials bearing the previous designation.

15 (b) A Receiving Party shall not be in breach of this Order for any use of
16 such Discovery Material before the Receiving Party receives the notice described in
17 paragraph 16(a). Once a Producing Party gives the notice described in paragraph
18 16(a), the Receiving Party shall treat such Discovery Material at the new designated
19 level pursuant to the terms of this Order.

20 **17. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER**

21 (a) In the event of a disclosure of any Discovery Material pursuant to this
22 Order to any person or persons not authorized to receive such disclosure under this
23 Order, the Party responsible for having made such disclosure, and each Party with
24 knowledge thereof, shall immediately notify counsel for the Producing Party whose
25 Discovery Material has been disclosed and provide to such counsel all known relevant
26 information concerning the nature and circumstances of the disclosure. The responsi-
27 ble disclosing Party shall also promptly take all reasonable measures to retrieve, or
28 confirm the destruction of, all copies of documents that it distributed or disclosed to

1 persons not authorized to access such information, and to ensure that no further or
2 greater unauthorized disclosure and/or use of the improperly disclosed Discovery
3 Material is made.

4 (b) Unauthorized or inadvertent disclosure does not change the status of
5 Discovery Material or waive the right to hold the disclosed document or information
6 as Protected Material.

7 **18. EXPERT MATERIALS**

8 (a) All matters concerning expert discovery shall be governed by the Federal
9 Rules of Civil Procedure and the applicable local rules and standing order(s), to the
10 extent not inconsistent with this Order.

11 (b) The following categories of documents and information need not be dis-
12 closed, are outside the scope of permissible discovery (including deposition ques-
13 tions), and are deemed to be attorney work product and confidential:

14 (1) A Consulting Expert's communications, documents, or electronic
15 information made or prepared in connection with this Action including, but not lim-
16 ited to, communications sent to or received by counsel for the Party retaining the
17 Consulting Expert(s);

18 (2) A Testifying Expert's (i) drafts of expert reports, declarations, af-
19 fidavits, opinions, written testimony, or work papers prepared in connection with this
20 action or any other action; (ii) preliminary or intermediate calculations, computations,
21 modeling, or data runs prepared in connection with this action or any other action; or
22 (iii) other preliminary expert opinions or draft materials;

23 (3) Notes or summaries of a Testifying Expert, or persons working at
24 the direction of a Testifying Expert, prepared in connection with this Action or any
25 other action;

26 (4) Any comments, whether oral or written, related to an expert re-
27 port or affidavit of a Testifying Expert prepared in connection with this Action by (i)
28

1 counsel for a Party retaining the Testifying Expert, (ii) a Consulting Expert, (iii) or any
2 person working at the Testifying Expert's direction; and

3 (5) Any communications, whether oral or written, between a Testify-
4 ing Expert and (i) counsel for a Party retaining the Testifying Expert, (ii) a Consulting
5 Expert, or (iii) any person working at the Testifying Expert's direction, including any
6 information and things included in or attached to such communications, except to the
7 extent they are directly relied upon by the expert in his or her expert report, declara-
8 tion, affidavit, or testimony.

9 (c) The Parties will make all disclosures required by Rule 26(a)(2)(B).

10 (d) Nothing herein shall limit or waive any Party's rights to object for any
11 reason to the admissibility of any opposing Party's expert submission into evidence or
12 to the qualifications of any person to serve as an expert witness.

13 **19. FINAL DISPOSITION**

14 Unless otherwise ordered or agreed in writing by the Producing Party, within
15 forty-five (45) days after the Termination Date each Receiving Party must either de-
16 stroy or return to the Producing Party all Protected Material and all copies, abstracts,
17 compilations, summaries or any other form of reproducing or capturing of any Pro-
18 tected Material. Whether the Protected Material is returned or destroyed, the Receiv-
19 ing Party must submit a written certification to the Producing Party by the 45-day
20 deadline established herein that confirms all the Protected Material in its possession
21 was returned or destroyed and that affirms that the Receiving Party has not retained
22 any copies, abstracts, compilations, summaries or other forms of reproducing or cap-
23 turing any Protected Material.

24 For materials that contains or reflects Protected Material but that constitutes or
25 reflects counsel's work product, or that of retained consultants and experts, counsel of
26 record for the Parties shall be entitled to retain such work product in their files in ac-
27 cordance with the provisions of this Protective Order, so long as it is and remains
28 clearly marked to reflect that it contains Protected Material subject to this Protective

1 Order. Counsel of record for the Parties shall also be entitled to retain an archival
2 copy of all pleadings; affidavits; motion papers; trial, deposition, and hearing tran-
3 scripts; legal memoranda; correspondence; deposition and trial exhibits; expert re-
4 ports; briefs; other papers filed with this Court; and any other parts of the trial record,
5 even if such material contains Protected Material, so long as such material is and re-
6 mains clearly marked to reflect that it contains Protected Material subject to this Pro-
7 tective Order.

8 **20. MISCELLANEOUS**

9 (a) Large Language Models / Generative AI Tools. Absent notice to and
10 permission from the Producing Party, any person or entity authorized to have access
11 to Protected Materials under the terms of this Order shall not use or employ any ap-
12 plication, service, or analytical software that will transfer, transmit, send or allow any
13 external access to those Protected Materials (in whole or in part) unless such applica-
14 tion, service or analytical software is fully containerized (i.e., does not transmit any in-
15 formation to any external system or network for the purpose of analysis, use, or the
16 generation of text outputs in response to queries; has the ability to track all infor-
17 mation in the system (including access); and does not otherwise allow access to infor-
18 mation by unauthorized persons). For the avoidance of doubt, this restriction ex-
19 pressly applies to the use of advanced large language models, “generative” AI tools,
20 and other advanced AI systems, including but not limited to OpenAI GPT,
21 ChatGPT3/4/5 et seq., Google Bard, Google Gemeni, Meta LLAMA, MidJourney,
22 DALL-E, Grok, Claude, DeepSeek, and Stable Diffusion. Before a Receiving Party
23 transfers any Producing Party’s Protected Material to be analyzed by any AI system,
24 the Receiving Party shall ensure that it can delete all such Protected Material and any
25 derivatives from the AI system at the final termination of this Action, as defined in
26 Section 19. The Receiving Party will be responsible for destroying such Protected
27 Material following the final termination of this Action, including any machine-learning
28 models trained on Protected Material. This provision shall not be interpreted to

1 preclude Receiving Parties from using standard Technology-Assisted Review (TAR)
2 tools to analyze and review produced documents subject to the requirement that such
3 tools also meet industry acceptable security standards.

4 (b) Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification, or relief from this Order, from the Court in the fu-
6 ture.

7 (c) Termination of Matter and Retention of Jurisdiction. The Parties agree
8 that the terms of this Protective Order shall survive and remain in effect after the final
9 termination of the above-captioned matter. The Court shall retain jurisdiction after fi-
10 nal termination of this matter to hear and resolve any disputes arising out of this Pro-
11 tective Order.

12 (d) Successors. This Order shall be binding upon the Parties hereto, their at-
13 torneys, and their successors, executors, personal representatives, administrators,
14 heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained
15 consultants and experts, and any persons or organizations over which they have direct
16 control.

17 (e) Right to Assert Other Objections. By stipulating to the entry of this Pro-
18 tective Order, no Party waives any right it otherwise would have to object to disclos-
19 ing or producing any information or item. This Order shall not constitute a waiver of
20 the right of any Party to claim in this action or otherwise that any Discovery Material,
21 or any portion thereof, is privileged or otherwise non-discoverable, or is not admissi-
22 ble in evidence in this action or any other proceeding. Stipulating to entry of this Pro-
23 tective Order shall not prejudice in any way the rights of a Party to petition the Court
24 for a further protective order relating to any confidential information, nor prevent the
25 Parties from agreeing in writing or on the record during a deposition or hearing in this
26 Action to alter or waive the provisions or protections provided for herein with respect
27 to any particular information or material.

1 (f) Modification by Court. The United States District Court for the Central
2 District of California is responsible for the interpretation and enforcement of this Or-
3 der. All disputes concerning Protected Material, however designated, produced under
4 the protection of this Order shall be resolved by the United States District Court for
5 the Central District of California.

6 (g) Bound by Order. All persons who have access to information or material
7 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTOR-
8 NEYS’ EYES ONLY” under this Protective Order acknowledge that they are bound
9 by this Order, and that they submit to the jurisdiction of this Court for purposes of
10 enforcing this Order.

11 (h) Discovery Rules Remain Unchanged. Except as expressly provided
12 herein, nothing in this Order shall alter or change in any way the discovery provisions
13 of the Federal Rules of Civil Procedure, the Local Rules for the United States District
14 Court for the Central District of California, or the Court’s own orders entered in this
15 Action. Identification of any individual pursuant to this Protective Order does not
16 make that individual available for deposition or any other form of discovery outside
17 of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local
18 Rules for the United States District Court for the Central District of California, or the
19 Court’s own orders entered in this Action.

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 Dated: April 8, 2026

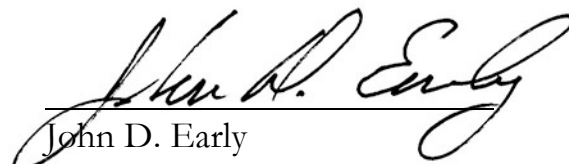
23 
24 John D. Early
25 United States Magistrate Judge
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1

2

3

4 I, _____ [print or type full

5 name], of _____

6 [print or type full company name or address], declare under penalty of perjury that I

7 have read in its entirety and understand the Stipulated Corrected Amended Protective

8 Order that was issued by the United States District Court for the Central District of

9 California on April 8, 2026, 2026 in the case of *Do No Harm v. Regents of University of*

10 *California*, No. 2:25-cv-04131-JWH-JDE. I agree to comply with and to be bound by

11 all the terms of this Stipulated Corrected Amended Protective Order and I understand

12 and acknowledge that failure to so comply could expose me to sanctions and punish-

13 ment in the nature of contempt. I solemnly promise that I will not disclose in any

14 manner any information or item that is subject to this Stipulated Corrected Amended

15 Protective Order to any person or entity except in strict compliance with the provi-

16 sions of this Order.

17 I further agree to submit to the jurisdiction of the United States District Court

18 for the Central District of California for the purpose of enforcing the terms of this

19 Stipulated Corrected Amended Protective Order, even if such enforcement proceed-

20 ings occur after termination of this action.

21

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name:

25 Signature:

26

27

28