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

DO NO HARM et al.

Plaintiffs,

v.

REGENTS OF THE UNIVERSITY
OF CALIFORNIA et al.,

Defendants.

Case No. 2:25-cv-4131-JWH-JDE

**STIPULATED PROTECTIVE
ORDER REGARDING
DISCLOSURE AND USE OF
DISCOVERY MATERIALS**

DISCOVERY MATTER

Plaintiffs (Students for Fair Admissions (“SFFA”), Do No Harm, and Kelly Mahoney) and Defendants (Regents of the University of California, Julio Frenk, Gene Block, and Jennifer Lucero) (together, the “Parties,” and each individually, as the context may require, as a “Party”) anticipate that documents, testimony, or information containing or reflecting confidential, personal, proprietary, trade secret, and/or commercially sensitive information are likely to be disclosed or produced during the course of discovery in this case and request that the Court enter this proposed Stipulated Protective Order Regarding Disclosure and Use of Discovery Materials setting forth the conditions for treating, obtaining, and using such information.

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 produced, disclosed, or generated in connection with discovery in this Action pursuant to the Federal Rules of Civil Procedure, a court order, or any other agreement or stipulation by or among the Parties. For the avoidance of doubt, the definition of Discovery Material includes information exchanged between the Parties and their counsel during

discovery, including during conferences among the Parties and their counsel about information requested during discovery.

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

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

(e) “DGSOM” means the David Geffen School of Medicine at the University of California–Los Angeles.

(f) “Producing Party” means any Party or nonparty that discloses or produces any Discovery Material in this Action.

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

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

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

2. PURPOSES AND LIMITATIONS

(a) This Protective Order applies to discovery, pretrial, trial (to the extent approved by the Court), and post-trial proceedings in this Action, whether the Documents are produced by a party or a person or entity who is not a party to this Action (a

1 “nonparty”). This Order binds the Parties and their respective agents, successors, per-
2 sonal representatives, and assignees.

3 (b) Unless otherwise agreed by the Parties, Protected Material shall be used
4 by a Receiving Party for the sole purpose of litigating this Action, and shall not be used
5 or disclosed, directly or indirectly, for any other purpose whatsoever. A Receiving Party
6 shall not attempt to identify or learn or verify the name, Social Security number, date
7 of birth, street address, email address, telephone number, or other contact information
8 of any DGSOM students or applicants, or their family members, who are not members
9 of Do No Harm or SFFA from any Protected Material unless the Receiving Party
10 demonstrates that it requires this information to support its claims or defenses. The
11 Receiving Party may not use Protected Material in connection with contacting any
12 DGSOM students or applicants unless the Receiving Party demonstrates that it must
13 do so to support its claims or defenses. In the event a Receiving Party asserts it must
14 (a) identify or learn or verify the name, date of birth, street address, email address, tele-
15 phone number, or other contact information of any DGSOM students or applicants,
16 or their family members, who are not members of Do No Harm or SFFA from any
17 Protected Material in order to support its claims or defenses, or (b) use Protected Ma-
18 terial to contact any DGSOM students or applicants in order to support its claims or
19 defenses, the Parties shall confer in good faith within ten (10) days after the Receiving
20 Party notifies the Producing Party that it requires this information. If the Parties are
21 unable to reach an agreement, the Receiving Party may make an appropriate application
22 to the Court. During the pendency of any such application, the Receiving Party shall
23 not (i) attempt to identify or learn or verify the name, date of birth, street address, email
24 address, telephone number, or other contact information of any DGSOM students or
25 applicants, or their family members, who are not members of Do No Harm or SFFA
26 from any Protected Material, or (ii) use information learned from any Protected Material
27 to contact any DGSOM students or applicants. Nothing in this Order prevents a
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1 Receiving Party from contacting or being contacted by DGSOM students or applicants
2 using means other than Protected Material.

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

16 **3. SCOPE**

17 (a) The protections conferred by this Order cover not only Protected Material
18 (as defined above), but also any information copied or extracted therefrom, as well as
19 all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations,
20 or presentations by the Parties or their counsel made in Court or in other settings that
21 might reveal Protected Material, including, for example, during conferences among the
22 Parties and their counsel about information requested during discovery.

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

1 (c) Nothing in this Order shall be construed to prejudice any Party's right to
2 use any Protected Material in Court or in any Court filing, provided that the Party com-
3 plies with this Order and, as appropriate, with any applicable rules regarding the filing
4 under seal and use of material designated for protection. A Producing Party may con-
5 sent in writing to the public filing and/or use of its Protected Materials by another Party.

6 (d) Nothing herein shall be deemed a waiver of a Party's right to object to the
7 production of any document, communication, or other Discovery Material (including,
8 without limitation, on the basis of relevance, burden, expense, privilege, or other evi-
9 dentiary immunity).

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

15 **4. DURATION**

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

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

20 (a) Basic Principles. A Receiving Party may use Protected Material that is dis-
21 closed or produced by another Party or by a nonparty in connection with this Action
22 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
23 Material may be disclosed only to the categories of persons and under the conditions
24 described in this Order. Protected Material must be stored and maintained by a Receiv-
25 ing Party in a secure manner and at a location that ensures that access is limited to the
26 persons authorized under this Order.

1 (b) Legal Advice Based on Protected Material. Nothing in this Protective Or-
2 der shall be construed to prevent counsel for a Receiving Party from advising their
3 clients with respect to this Action based in whole or in part upon Protected Materials,
4 provided that counsel does not disclose the Protected Materials themselves, the content
5 of those Protected Materials, or the fact of those particular Protected Materials' exist-
6 ence except as provided in this Order.

7 (c) Limitations. Nothing in this Order shall restrict in any way the use or dis-
8 closure of Discovery Material by a Receiving Party: (i) that is or has become publicly
9 known through no fault of the Receiving Party; (ii) that has been lawfully acquired and
10 is known to the Receiving Party independent of the Producing Party; (iii) that has been
11 previously produced, disclosed, and/or provided by the Producing Party to the Receiv-
12 ing Party or a nonparty without an obligation of confidentiality and not by inadvertence
13 or mistake; (iv) consented to by the Producing Party; or (v) ordered by the Court.

14 **6. DESIGNATING PROTECTED MATERIAL**

15 (a) Available Designations. Any Producing Party may designate Discovery
16 Material with either of the following designations, provided that it meets the require-
17 ments for such designations as provided for herein: "CONFIDENTIAL" or
18 "HIGHLY CONFIDENTIAL –ATTORNEYS' EYES ONLY."

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

12 (c) Materials Made Available for Inspection. A Producing Party that makes
13 original documents or materials available for inspection need not designate them for
14 protection until after the inspecting Party has indicated which material it would like
15 copied and produced. During the inspection and before the designation, all of the ma-
16 terial made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the docu-
18 ments it wants copied and produced, the Producing Party must determine which doc-
19 uments, or portions thereof, qualify for protection under this Order. Then, before pro-
20 ducing the specified documents, the Producing Party must affix the appropriate desig-
21 nation to each page of a document that contains Protected Material.

22 (d) Information Exchanged During Conferences Among the Parties and
23 Their Counsel: Prior to producing Discovery Material, a Producing Party need not des-
24 ignate such information for protection. During such time, including during the meet-
25 and-confer process regarding information requested during discovery, all Discovery
26 Material—including information exchanged during conferences among the Parties and
27 their counsel—shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
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1 EYES ONLY.” Prior to producing any such Discovery Material, the Producing Party
2 must determine which Discovery Material, or portions thereof, qualify for protection
3 under this Order, and must affix the appropriate designation to such Discovery Mate-
4 rial.

5 (e) Depositions and Testimony. Parties or testifying persons or entities may
6 designate depositions and other testimony with the appropriate designation by indicat-
7 ing on the record at the time the testimony is given or by sending written notice of how
8 portions of the transcript of the testimony are designated within twenty-one (21) days
9 of receipt of the final transcript of the testimony. If no indication on the record is made,
10 all information disclosed during a deposition shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” until the time for designating the final
11 transcripts as described above has passed, unless the Parties agree in writing or on the
12 record or the Court orders otherwise. Any Protected Material that is used in the taking
13 of a deposition shall remain subject to the provisions of this Protective Order. In such
14 cases the court reporter shall be informed of this Protective Order and shall be required
15 to operate in a manner consistent with this Protective Order. In the event the deposition
16 is videotaped, the original and all copies of the videotape shall be marked by the video
17 technician to indicate that the contents of the videotape are subject to this Protective
18 Order, substantially along the lines of “This videotape contains confidential testimony
19 used in this case and is not to be viewed or the contents thereof to be displayed or
20 revealed except pursuant to the terms of the operative Protective Order in this matter
21 or pursuant to written stipulation of the parties or order of the Court.” Counsel for any
22 Producing Party shall have the right to exclude from oral depositions any person, other
23 than the deponent, deponent’s counsel, counsel for the Parties, the stenographer
24 and/or videographer (if any), who is not authorized by this Protective Order to receive
25 or access Protected Material based on the designation of such Protected Material. Such
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1 right of exclusion shall apply only to the specific periods of examination or testimony
2 that pertain or relate to such Protected Material.

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

4 A Producing Party may designate Discovery Material as “CONFIDENTIAL” if
5 it contains or reflects information that it believes in good faith qualifies for protection
6 under Federal Rule of Civil Procedure 26(c). Examples of such information include
7 material that a Party reasonably and in good faith believes to contain or to disclose
8 information that the Party, in the ordinary course of business, does not or would not
9 publicly disclose, or information that a Party is under a preexisting obligation to main-
10 tain as confidential. Unless otherwise ordered by the Court or permitted in writing by
11 the Producing Party, a Receiving Party may disclose any material designated “CONFI-
12 DENTIAL” only to:

13 (1) The Receiving Party’s outside counsel of record in this action, as
14 well as partners, associates, and other employees of any such counsel’s law firm (includ-
15 ing without limitation paralegals and support staff) to whom it is reasonably necessary
16 to disclose the information for this litigation;

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

19 (3) Any testifying expert (hereinafter “Testifying Expert”) or non-tes-
20 tifying expert (hereinafter “Consulting Expert”) retained by the Receiving Party to assist
21 in this action (including such of the expert’s assistants or support staff as are reasonably
22 necessary to facilitate the expert’s work), provided that (A) disclosure is only to the
23 extent reasonably necessary to perform such work; and (B) such expert or consultant
24 (and any reasonably necessary assistants or support staff) has agreed to be bound by the
25 provisions of this Protective Order by signing a copy of the “Agreement to Be Bound
26 by Protective Order” (Exhibit A). Any “Agreement to Be Bound by Protective Order”
27 signed by a Party’s Consulting Expert does not need to be disclosed or circulated to
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1 other Parties until the Termination Date. Any “Agreement to Be Bound by Protective
2 Order” signed by a Party’s Testifying Expert does not need to be disclosed or circulated
3 to other Parties until disclosure of that Testifying Expert is required pursuant to the
4 Federal Rules of Civil Procedure;

5 (4) The Court, jury, and court personnel, pursuant to paragraph 10 and
6 any applicable rules regarding the filing and/or use of materials designated for protec-
7 tion;

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

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

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

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

20 (1) A Producing Party may designate Discovery Material as “HIGHLY
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it contains or reflects sensitive
22 personal information or information that is trade secret and/or commercially sensitive
23 and that must be protected from disclosure. Examples of such information or material
24 include trade secrets and other proprietary information; confidential business infor-
25 mation and practices; financial information; sensitive personal information, including
26 applicant and student information; material that a Party is under a pre-existing obliga-
27 tion to a nonparty to treat as personal or confidential.
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1 (2) All Protected Materials designated “HIGHLY CONFIDENTIAL
2 – ATTORNEYS’ EYES ONLY” shall be produced electronically or in hard copy, in a
3 manner agreed to by the Parties or ordered by the Court. To the extent any such mate-
4 rials are produced electronically, the production media shall be encrypted with a
5 passcode of at least 10 characters. Any electronic copies of materials designated
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” maintained by a Re-
7 ceiving Party or its Counsel for archival, review, or use in prosecuting this action, shall
8 also be maintained in an encrypted environment.

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

12 (4) Except as expressly provided in this Order, absent express written
13 permission from the Producing Party, the Receiving Party shall minimize the creation
14 of copies, duplicates, or images (whether electronic or in hard copy) of Discovery Ma-
15 terials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
16 Wherever possible, such materials shall be referenced in correspondence between the
17 Parties, in pleadings, or in Court filings by production Bates number, and images or
18 copies of such materials shall not be included. To the extent that a Receiving Party
19 reasonably needs to create copies, duplicates or images of such materials, the copies,
20 duplicates, or images must be labeled “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” as provided for in this Order.

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

25 (i) The Receiving Party’s outside counsel of record in this ac-
26 tion, as well as partners, associates, and other employees of any such counsel (including
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1 without limitation paralegals and support staff) to whom it is reasonably necessary to
2 disclose the information for this litigation;

3 (ii) Receiving Party's in-house counsel, as well as employees of
4 said in-house counsel to whom it is reasonably necessary to disclose the information
5 for this litigation;

6 (iii) Any Testifying Expert or Consulting Expert retained by the
7 Receiving Party to assist in this action (including such of the expert's assistants or sup-
8 port staff as are reasonably necessary to facilitate the expert's work), provided that (A)
9 disclosure is only to the extent reasonably necessary to perform such work; and (B)
10 such expert or consultant (and any reasonably necessary assistants or support staff) has
11 agreed to be bound by the provisions of this Protective Order by signing a copy of the
12 "Agreement to Be Bound by Protective Order" (Exhibit A). Any "Agreement to Be
13 Bound by Protective Order" signed by a Party's Consulting Expert does not need to
14 be disclosed or circulated to other Parties until the Termination Date. Any "Agreement
15 to Be Bound by Protective Order" signed by a Party's Testifying Expert does not need
16 to be disclosed or circulated to other Parties until disclosure of that Testifying Expert
17 is required pursuant to the Federal Rules of Civil Procedure;

18 (iv) The Court, jury, and court personnel, subject to paragraph
19 10 and any applicable rules regarding the filing and/or use of materials designated for
20 protection;

21 (v) Court reporters, stenographers and videographers retained
22 to record testimony taken in this action to whom disclosure is reasonably necessary for
23 this litigation and who have signed the "Acknowledgment and Agreement to Be
24 Bound" (Exhibit A);

25 (vi) Document processing and hosting vendors, and graphics,
26 design, and/or trial consulting services to whom disclosure is necessary for this
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1 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

3 (vii) Any other person with the prior written consent of the Pro-
4 ducing Party or by order of the Court.

5 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 (a) Timing of Challenges. If a Receiving Party plans to challenge a Producing
7 Party’s confidentiality designations by making an appropriate application to the Court,
8 it must do so within forty-five (45) days of receiving the Protected Material. Upon a
9 showing of good cause for a longer time, a Receiving Party may challenge a Producing
10 Party’s confidentiality designations after the expiration of the forty-five (45) day period.

11 (b) Method of Challenge. A Party that elects to initiate a challenge to a Pro-
12 ducing Party’s confidentiality designation must do so in good faith and must begin the
13 process by serving a written objection upon the Producing Party. The Producing Party
14 shall notify the challenging party in writing of the bases for the asserted designation
15 within twenty-one (21) days of receiving a written objection. The Parties shall confer in
16 good faith as to the validity of the designation within seven (7) days after the challenging
17 party has received the Producing Party’s bases for the asserted designation. If the Parties
18 are unable to reach an agreement as to the challenged designation, the challenging party
19 may make an appropriate application to the Court pursuant to Local Rule 37.1 within
20 the timeframe established by paragraph 7(a). Until a challenge to an asserted designation
21 is finally resolved by the Parties or the Court, all Parties and persons shall treat the
22 information or materials in question according to the original designation.

23 **8. USE AT DEPOSITIONS**

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

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

17 **9. OUTSIDE COUNSEL AND EXPERTS**

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

25 **10. USE IN THIS ACTION**

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

10 **11. NONPARTIES**

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

15 **12. PROTECTED MATERIAL SUBPOENAED**

16 If a Receiving Party is served with a subpoena or an order issued in another
17 action that seeks disclosure of any information or items designated in this action as
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
19 ONLY," the Receiving Party must notify the Producing Party of that request in writing
20 promptly and in no event more than seven (7) court days after receiving the subpoena
21 or order. Such notification must include a copy of the subpoena or court order. The
22 Receiving Party also must immediately inform in writing the party who caused the sub-
23 poena or order to issue in the other litigation that some or all of the material covered
24 by the subpoena or order is the subject of this Protective Order. In addition, the Re-
25 ceiving Party must deliver a copy of this Protective Order promptly to the party in the
26 other action that caused the subpoena or order to issue.

1 The purpose of imposing these duties is to alert interested parties to the existence
2 of this Protective Order and to afford the Producing Party in this Action an opportunity
3 to protect its confidentiality interests in the court from which the subpoena or order
4 issued. The Producing Party shall bear the burden of seeking protection in that court
5 of its confidential material. Nothing in this Protective Order should be construed as
6 authorizing or encouraging a subpoenaed party to disobey a lawful directive from this
7 or another court.

8 **13. FILING PROTECTED MATERIAL**

9 Except as otherwise provided in this Order or otherwise ordered by the Court,
10 any Party wishing to file any Protected Material must either (1) obtain written permis-
11 sion from the Producing Party to file such material in the public record, or (2) move
12 the Court for leave to file the Protected Material under seal pursuant to Local Rule 79-
13 5. Unless and until the Court has ruled on such a motion, a Receiving Party may not
14 file any Protected Material in the public record. Nothing herein shall preclude any Party
15 from filing a redacted version of such a pleading, brief, exhibit or other document in
16 the public record that omits the Protected Material.

17 **14. REDACTIONS**

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

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

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

14 (b) If a dispute arises concerning the protected nature of the document(s) that
15 the Producing Party claims were inadvertently disclosed pursuant to Rule 26(b)(5)(B)
16 and paragraph 15(a), the Parties shall meet and confer within 14 days from the date the
17 dispute arises in good faith in an effort to resolve the dispute. If the Parties are unable
18 to resolve the dispute, within 14 days following the meet and confer the Producing
19 Party may file a motion seeking a protective order protecting the document(s) at issue
20 from being further disclosed and requiring that the document(s) be returned to the
21 Producing Party. In the event of such a motion for protective order, the Producing
22 Party shall have the burden to demonstrate the claimed privilege, work product immu-
23 nity, or other immunity. The material that the Producing Party contends was inadvert-
24 ently disclosed shall be treated as covered by the claimed privilege, work product im-
25 munity, or other immunity during the pendency of these discussions and any ensuing
26 motion practice. The Receiving Party will not use or refer to any information contained
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1 within the document(s) at issue, including in deposition or at trial or in any Court filing,
2 unless and until such a motion for protective order is denied by the Court.

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

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

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

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

20 (a) In the event of a disclosure of any Discovery Material pursuant to this
21 Order to any person or persons not authorized to receive such disclosure under this
22 Order, the Party responsible for having made such disclosure, and each Party with
23 knowledge thereof, shall immediately notify counsel for the Producing Party whose
24 Discovery Material has been disclosed and provide to such counsel all known relevant
25 information concerning the nature and circumstances of the disclosure. The responsible
26 disclosing Party shall also promptly take all reasonable measures to retrieve, or confirm
27 the destruction of, all copies of documents that it distributed or disclosed to persons
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1 not authorized to access such information, and to ensure that no further or greater
2 unauthorized disclosure and/or use of the improperly disclosed Discovery Material is
3 made.

4 (b) Unauthorized or inadvertent disclosure does not change the status of Dis-
5 covery Material or waive the right to hold the disclosed document or information as
6 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 questions),
13 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 limited
16 to, communications sent to or received by counsel for the Party retaining the Consulting
17 Expert(s);

18 (2) A Testifying Expert's (i) drafts of expert reports, declarations, affi-
19 davits, 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 report
27 or affidavit of a Testifying Expert prepared in connection with this Action by (i) counsel
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1 for a Party retaining the Testifying Expert, (ii) a Consulting Expert, (iii) or any person
2 working at the Testifying Expert's direction; and

3 (5) Any communications, whether oral or written, between a Testifying
4 Expert and (i) counsel for a Party retaining the Testifying Expert, (ii) a Consulting Ex-
5 pert, or (iii) any person working at the Testifying Expert's direction, including any in-
6 formation 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, declaration,
8 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 destroy
16 or return to the Producing Party all Protected Material and all copies, abstracts, compi-
17 lations, summaries or any other form of reproducing or capturing of any Protected
18 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
19 must submit a written certification to the Producing Party by the 45-day deadline estab-
20 lished herein that confirms all the Protected Material in its possession was returned or
21 destroyed and that affirms that the Receiving Party has not retained any copies, ab-
22 stracts, compilations, summaries or other forms of reproducing or capturing any Pro-
23 tected 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 clearly
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marked to reflect that it contains Protected Material subject to this Protective Order. Counsel of record for the Parties shall also be entitled to retain an archival copy of all pleadings; affidavits; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; briefs; other papers filed with this Court; and any other parts of the trial record, even if such material contains Protected Material, so long as such material is and remains clearly marked to reflect that it contains Protected Material subject to this Protective Order.

20. MISCELLANEOUS

(a) Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification, or relief from this Order, from the Court in the future.

(b) Termination of Matter and Retention of Jurisdiction. The Parties agree that the terms of this Protective Order shall survive and remain in effect after the final termination of the above-captioned matter. The Court shall retain jurisdiction after final termination of this matter to hear and resolve any disputes arising out of this Protective Order.

(c) Successors. This Order shall be binding upon the Parties hereto, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

(d) Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item. This Order shall not constitute a waiver of the right of any Party to claim in this action or otherwise that any Discovery Material, or any portion thereof, is privileged or otherwise non-discoverable, or is not admissible in evidence in this action or any other proceeding. Stipulating to entry of this Protective Order shall not prejudice in any way the rights of a Party to petition the Court for a

1 further protective order relating to any confidential information, nor prevent the Parties
2 from agreeing in writing or on the record during a deposition or hearing in this Action
3 to alter or waive the provisions or protections provided for herein with respect to any
4 particular information or material.

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

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

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

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or
type full company name or address], declare under penalty of perjury 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 on
_____, 2025 [print date issued] in the case of *Do No Harm v. Regents of
University of California*, No. 2:25-cv-04131-JWH-JDE. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after termi-
nation of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

1 Signature: _____

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5 IT IS SO STIPULATED, THROUGH THE UNDERSIGNED COUNSEL FOR
6 THE PARTIES.
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1 Dated: November 14, 2025

Respectfully submitted,

2 /s/ Felicia H. Ellsworth

/s/ Patrick Strawbridge

3 **WILMER CUTLER PICKERING**
4 **HALE AND DORR LLP**

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23 *University of California, Julio Frenk, Gene*
24 *Block, and Jennifer Lucero*

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Local Counsel

1 Pursuant to Federal Rule of Civil Procedure 26(c), the Court has considered the
2 above agreed-to Protective Order submitted by the Parties, and finding good cause, it
3 is **ORDERED** that the Protective Order, and all terms encompassed herein, shall gov-
4 ern the handling and use of any Discovery Material (as defined above) produced or
5 disclosed in this Action.
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7 BY THE COURT:
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10 Dated: November 14, 2025

11 _____
12 John D. Early
13 United States Magistrate Judge
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DO NO HARM et al.

Plaintiffs,

v.

REGENTS OF THE UNIVERSITY
OF CALIFORNIA et al.,

Defendants.

Case No. 2:25-cv-04131-JWH-JDE

STIPULATED PROTECTIVE
ORDER REGARDING
DISCLOSURE AND USE OF
DISCOVERY MATERIALS

DISCOVERY MATTER

Based on the Stipulation by and between Plaintiffs (Students for Fair Admissions (“SFFA”), Do No Harm, and Kelly Mahoney) and Defendants (Regents of the University of California, Julio Frenk, Gene Block, and Jennifer Lucero) (together, “Parties” individually, “Party”) (Dkt. 72) 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 produced, disclosed, or generated in connection with discovery

1 in this Action pursuant to the Federal Rules of Civil Procedure, a court order,
2 or any other agreement or stipulation by or among the Parties. For the avoid-
3 ance of doubt, the definition of Discovery Material includes information ex-
4 changed between the Parties and their counsel during discovery, including dur-
5 ing conferences among the Parties and their counsel about information re-
6 quested during discovery.

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

13 (d) “Document” means all items listed in Federal Rules of Civil Proce-
14 dure 34(a)(1)(A) & (B).

15 (e) “DGSOM” means the David Geffen School of Medicine at the Uni-
16 versity of California–Los Angeles.

17 (f) “Producing Party” means any Party or nonparty that discloses or
18 produces any Discovery Material in this Action.

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

22 (h) “Receiving Party” means any Party who receives Discovery Mate-
23 rial from a Producing Party.

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

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

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

1 contact information of any DGSOM students or applicants, or their family
2 members, who are not members of Do No Harm or SFFA from any Protected
3 Material, or (ii) use information learned from any Protected Material to contact
4 any DGSOM students or applicants. Nothing in this Order prevents a Receiving
5 Party from contacting or being contacted by DGSOM students or applicants us-
6 ing means other than Protected Material.

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

21 **3. SCOPE**

22 (a) The protections conferred by this Order cover not only Protected
23 Material (as defined above), but also any information copied or extracted there-
24 from, as well as all copies, excerpts, summaries, or compilations thereof, plus
25 testimony, conversations, or presentations by the Parties or their counsel made
26 in Court or in other settings that might reveal Protected Material, including, for
27 example, during conferences among the Parties and their counsel about infor-
28 mation requested during discovery.

1 (b) Nothing in this Order shall prevent or restrict a Producing Party's
2 own disclosure or use of its own Discovery Material for any purpose, and noth-
3 ing in this Order shall preclude any Producing Party from showing its Discovery
4 Material to an individual who previously prepared or received the Discovery
5 Material.

6 (c) Nothing in this Order shall be construed to prejudice any Party's
7 right to use any Protected Material in Court or in any Court filing, provided that
8 the Party complies with this Order and, as appropriate, with any applicable rules
9 regarding the filing under seal and use of material designated for protection. A
10 Producing Party may consent in writing to the public filing and/or use of its
11 Protected Materials by another Party.

12 (d) Nothing herein shall be deemed a waiver of a Party's right to object
13 to the production of any document, communication, or other Discovery Mate-
14 rial (including, without limitation, on the basis of relevance, burden, expense,
15 privilege, or other evidentiary immunity).

16 (e) This Order is without prejudice to the right of any Party to seek fur-
17 ther or additional protection of any Discovery Material or to modify this Order
18 in any way, including, without limitation, an order that certain matter not be
19 produced at all or an order that certain Protected Materials do not qualify for
20 protection or the level of protection designated.

21 **4. DURATION**

22 Even after the Termination Date, and unless otherwise indicated in this
23 Order, the confidentiality obligations imposed by this Order shall remain in ef-
24 fect until a Producing Party agrees otherwise in writing or an order from this
25 Court otherwise directs.

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

27 (a) Basic Principles. A Receiving Party may use Protected Material that
28 is disclosed or produced by another Party or by a nonparty in connection with

1 this Action only for prosecuting, defending, or attempting to settle this litigation.
2 Such Protected Material may be disclosed only to the categories of persons and
3 under the conditions described in this Order. Protected Material must be stored
4 and maintained by a Receiving Party in a secure manner and at a location that
5 ensures that access is limited to the persons authorized under this Order.

6 (b) Legal Advice Based on Protected Material. Nothing in this Protec-
7 tive Order shall be construed to prevent counsel for a Receiving Party from ad-
8 vising their clients with respect to this Action based in whole or in part upon
9 Protected Materials, provided that counsel does not disclose the Protected Ma-
10 terials themselves, the content of those Protected Materials, or the fact of those
11 particular Protected Materials' existence except as provided in this Order.

12 (c) Limitations. Nothing in this Order shall restrict in any way the use
13 or disclosure of Discovery Material by a Receiving Party: (i) that is or has be-
14 come publicly known through no fault of the Receiving Party; (ii) that has been
15 lawfully acquired and is known to the Receiving Party independent of the Pro-
16 ducing Party; (iii) that has been previously produced, disclosed, and/or provided
17 by the Producing Party to the Receiving Party or a nonparty without an obliga-
18 tion of confidentiality and not by inadvertence or mistake; (iv) consented to by
19 the Producing Party; or (v) ordered by the Court.

20 **6. DESIGNATING PROTECTED MATERIAL**

21 (a) Available Designations. Any Producing Party may designate Dis-
22 covery Material with either of the following designations, provided that it meets
23 the requirements for such designations as provided for herein: "CONFIDEN-
24 TIAL" or "HIGHLY CONFIDENTIAL –ATTORNEYS' EYES ONLY."

25 (b) Written Discovery and Documents and Tangible Things. Written
26 discovery, documents (including electronically stored information ("ESI"), as
27 that phrase is used in Federal Rule of Civil Procedure 34), and tangible things
28 that meet the requirements for the confidentiality designations in paragraph 6(a)

1 may be so designated by affixing the legend “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” as appropriate, to each
3 page of the written material that contains Protected Material at the time that
4 such documents are produced or such information is disclosed, or as soon there-
5 after as the Producing Party notifies the Receiving Party of the confidential na-
6 ture of the information or material disclosed. For digital files being produced,
7 the Producing Party may mark each viewable page or image that contains Pro-
8 tected Material with the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” as appropriate, and mark the me-
9 dium, container, and/or communication in which the digital files were con-
10 tained with the appropriate designation. Material produced in native format (in-
11 cluding but not limited to material produced in Excel) containing Protected Ma-
12 terial shall be designated by (i) producing a TIFF (or similar electronic) place-
13 holder image corresponding to the native material that includes the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
14 ONLY” legend and (ii) including “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” in the file name of the native ma-
15 terial, where practicable.

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19 (c) Materials Made Available for Inspection. A Producing Party that
20 makes original documents or materials available for inspection need not desig-
21 nate them for protection until after the inspecting Party has indicated which ma-
22 terial it would like copied and produced. During the inspection and before the
23 designation, all of the material made available for inspection shall be deemed
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the in-
25 specting Party has identified the documents it wants copied and produced, the
26 Producing Party must determine which documents, or portions thereof, qualify
27 for protection under this Order. Then, before producing the specified
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1 documents, the Producing Party must affix the appropriate designation to each
2 page of a document that contains Protected Material.

3 (d) Information Exchanged During Conferences Among the Parties
4 and Their Counsel: Prior to producing Discovery Material, a Producing Party
5 need not designate such information for protection. During such time, including
6 during the meet-and-confer process regarding information requested during dis-
7 covery, all Discovery Material—including information exchanged during con-
8 ferences among the Parties and their counsel—shall be deemed “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Prior to producing any
10 such Discovery Material, the Producing Party must determine which Discovery
11 Material, or portions thereof, qualify for protection under this Order, and must
12 affix the appropriate designation to such Discovery Material.

13 (e) Depositions. Parties or testifying persons or entities may designate
14 depositions with the appropriate designation by indicating on the record at the
15 time the testimony is given or by sending written notice of how portions of the
16 transcript of the testimony are designated within twenty-one (21) days of receipt
17 of the final transcript of the testimony. If no indication on the record is made,
18 all information disclosed during a deposition shall be deemed “HIGHLY CON-
19 FIDENTIAL – ATTORNEYS’ EYES ONLY” until the time for designating
20 the final transcripts as described above has passed, unless the Parties agree in
21 writing or on the record or the Court orders otherwise. Any Protected Material
22 that is used in the taking of a deposition shall remain subject to the provisions of
23 this Protective Order. In such cases the court reporter shall be informed of this
24 Protective Order and shall be required to operate in a manner consistent with
25 this Protective Order. In the event the deposition is videotaped, the original and
26 all copies of the videotape shall be marked by the video technician to indicate
27 that the contents of the videotape are subject to this Protective Order, substan-
28 tially along the lines of “This videotape contains confidential testimony used in

1 this case and is not to be viewed or the contents thereof to be displayed or re-
2 vealed except pursuant to the terms of the operative Protective Order in this
3 matter or pursuant to written stipulation of the parties or order of the Court.”
4 Counsel for any Producing Party shall have the right to exclude from oral depo-
5 sitions any person, other than the deponent, deponent’s counsel, counsel for the
6 Parties, the stenographer and/or videographer (if any), who is not authorized by
7 this Protective Order to receive or access Protected Material based on the desig-
8 nation of such Protected Material. Such right of exclusion shall apply only to
9 the specific periods of examination or testimony that pertain or relate to such
10 Protected Material.

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

12 A Producing Party may designate Discovery Material as “CONFIDEN-
13 TIAL” if it contains or reflects information that it believes in good faith qualifies
14 for protection under Federal Rule of Civil Procedure 26(c). Examples of such
15 information include material that a Party reasonably and in good faith believes
16 to contain or to disclose information that the Party, in the ordinary course of
17 business, does not or would not publicly disclose, or information that a Party is
18 under a preexisting obligation to maintain as confidential. Unless otherwise or-
19 dered by the Court or permitted in writing by the Producing Party, a Receiving
20 Party may disclose any material designated “CONFIDENTIAL” only to:

21 (1) The Receiving Party’s outside counsel of record in this action,
22 as well as partners, associates, and other employees of any such counsel’s law
23 firm (including without limitation paralegals and support staff) to whom it is
24 reasonably necessary to disclose the information for this litigation;

25 (2) Officers, directors, and employees (including in-house Coun-
26 sel) of the Receiving Party to whom disclosure is reasonably necessary for this
27 litigation;
28

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

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

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

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

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

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

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

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

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

24 (4) Except as expressly provided in this Order, absent express
25 written permission from the Producing Party, the Receiving Party shall mini-
26 mize the creation of copies, duplicates, or images (whether electronic or in hard
27 copy) of Discovery Materials designated “HIGHLY CONFIDENTIAL – AT-
28 TORNEYS’ EYES ONLY.” Wherever possible, such materials shall be

1 referenced in correspondence between the Parties, in pleadings, or in Court fil-
2 ings by production Bates number, and images or copies of such materials shall
3 not be included. To the extent that a Receiving Party reasonably needs to create
4 copies, duplicates or images of such materials, the copies, duplicates, or images
5 must be labeled “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” as provided for in this Order.

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

10 (i) The Receiving Party’s outside counsel of record in this
11 action, as well as partners, associates, and other employees of any such counsel
12 (including without limitation paralegals and support staff) to whom it is reason-
13 ably necessary to disclose the information for this litigation;

14 (ii) Receiving Party’s in-house counsel, as well as employ-
15 ees of said in-house counsel to whom it is reasonably necessary to disclose the
16 information for this litigation;

17 (iii) Any Testifying Expert or Consulting Expert retained by
18 the Receiving Party to assist in this action (including such of the expert’s assis-
19 tants or support staff as are reasonably necessary to facilitate the expert’s work),
20 provided that (A) disclosure is only to the extent reasonably necessary to per-
21 form such work; and (B) such expert or consultant (and any reasonably neces-
22 sary assistants or support staff) has agreed to be bound by the provisions of this
23 Protective Order by signing a copy of the “Agreement to Be Bound by Protec-
24 tive Order” (Exhibit A). Any “Agreement to Be Bound by Protective Order”
25 signed by a Party’s Consulting Expert does not need to be disclosed or circu-
26 lated to other Parties until the Termination Date. Any “Agreement to Be Bound
27 by Protective Order” signed by a Party’s Testifying Expert does not need to be
28

disclosed or circulated to other Parties until disclosure of that Testifying Expert is required pursuant to the Federal Rules of Civil Procedure;

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

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

(vi) Document processing and hosting vendors, and graphics, design, and/or trial consulting services to whom disclosure is necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

(a) Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

(b) Method of Challenge. A Party that elects to initiate a challenge to a Producing Party’s confidentiality designation must do so in good faith and must begin the process by serving a written objection upon the Producing Party. The Producing Party shall notify the challenging party in writing of the bases for the asserted designation within twenty-one (21) days of receiving a written objection. The Parties shall confer in good faith as to the validity of the designation within seven (7) days after the challenging party has received the Producing Party’s bases for the asserted designation. If the Parties are unable to reach an agreement as to the challenged designation, the challenging party may seek relief

1 from the Court under Local Civil Rule 37-1, et seq. Until a challenge to an as-
2 serted designation is finally resolved by the Parties or the Court, all Parties and
3 persons shall treat the information or materials in question according to the orig-
4 inal designation.

5 **8. USE AT DEPOSITIONS**

6 Any deponent may be shown or examined on any information, document
7 or thing, irrespective of designation, if it appears that the witness authored or
8 received a copy of it, or is employed by the Party who produced the information,
9 document or thing, or if the Producing Party consents in writing to such disclo-
10 sure. The disclosure of Protected Material to any such witness may be made
11 only in connection with preparing that witness for a deposition or hearing, or
12 during a deposition or hearing. Prior to the disclosure of such Protected Mate-
13 rial to any such witness, counsel for the Party making the disclosure shall deliver
14 a copy of this Order to such person, shall explain that such person is bound by
15 the terms of such Order, and shall secure the signature of such person on a copy
16 of the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

17 For depositions, the Receiving Party shall not prepare more copies of ma-
18 terials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” than are reasonably necessary for the deponent, his or her counsel,
20 counsel for the Parties, and counsel of record expected to be in attendance. At
21 the conclusion of the deposition, one (1) paper copy of any such document
22 marked as a deposition exhibit may be retained by the Party who noticed the
23 deposition as part of the official deposition record. All other copies of such doc-
24 uments brought to the deposition shall be collected and returned to the Produc-
25 ing Party or securely destroyed in a timely manner following the deposition.

26 **9. OUTSIDE COUNSEL AND EXPERTS**

27 Any Outside Counsel or Expert who has been afforded access to infor-
28 mation or items from a Producing Party which has been designated

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY,” including any Discovery Material disclosed prior to production
3 (e.g. during conferences between the Parties and their counsel about information
4 requested during discovery), shall not disclose, use, or apply such information
5 or items for any purpose other than for work or services performed in the scope
6 of this Action.

7 **10. USE IN THIS ACTION**

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

20 **11. NONPARTIES**

21 A copy of this Protective Order shall be furnished to each nonparty re-
22 quired to produce documents or who otherwise formally discloses information
23 in response to discovery requests during this litigation. Such nonparties may
24 elect to avail themselves of, and agree to be bound by, the terms and conditions
25 of this Protective Order.

26 **12. PROTECTED MATERIAL SUBPOENAED**

27 If a Receiving Party is served with a subpoena or an order issued in an-
28 other action that seeks disclosure of any information or items designated in this

1 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTOR-
2 NEYS’ EYES ONLY,” the Receiving Party must notify the Producing Party of
3 that request in writing promptly and in no event more than seven (7) court days
4 after receiving the subpoena or order. Such notification must include a copy of
5 the subpoena or court order. The Receiving Party also must immediately inform
6 in writing the party who caused the subpoena or order to issue in the other liti-
7 gation that some or all of the material covered by the subpoena or order is the
8 subject of this Protective Order. In addition, the Receiving Party must deliver a
9 copy of this Protective Order promptly to the party in the other action that
10 caused the subpoena or order to issue.

11 The purpose of imposing these duties is to alert interested parties to the
12 existence of this Protective Order and to afford the Producing Party in this Ac-
13 tion an opportunity to protect its confidentiality interests in the court from which
14 the subpoena or order issued. The Producing Party shall bear the burden of seek-
15 ing protection in that court of its confidential material. Nothing in this Protective
16 Order should be construed as authorizing or encouraging a subpoenaed party to
17 disobey a lawful directive from this or another court.

18 **13. FILING PROTECTED MATERIAL**

19 Except as otherwise provided in this Order or otherwise ordered by the
20 Court, any Party wishing to file any Protected Material must either (1) obtain
21 written permission from the Producing Party to file such material in the public
22 record, or (2) move the Court for leave to file the Protected Material under seal
23 pursuant to Local Rule 79-5. Nothing herein shall preclude any Party from filing
24 a redacted version of such a pleading, brief, exhibit or other document in the
25 public record that omits the Protected Material.

26 **14. REDACTIONS**

27 Pursuant to and consistent with the Federal Rules of Civil Procedure, any
28 Producing Party may redact information from the documents and things

1 produced that the Producing Party reasonably and in good faith believes (i) is
2 subject to the attorney-client privilege, work product immunity, a legal prohibi-
3 tion against disclosure, or any other privilege or immunity; or (ii) for which there
4 is a substantial need to redact the information. The Producing Party shall denote
5 any such redactions with a legend stating “REDACTED,” as appropriate, or a
6 comparable notice, and shall preserve an unredacted version of each such docu-
7 ment. To the extent a dispute arises regarding the Producing Party’s redactions,
8 the Receiving Party may challenge any redaction consistent with the Federal
9 Rules of Civil Procedure.

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

11 (a) Pursuant to Federal Rule of Evidence 502(d) and Federal Rule of
12 Civil Procedure 26(b)(5)(B), the attorney-client privilege, work product protec-
13 tion, or any other privilege or protection shall not be waived, in this Action or
14 in any other proceeding, by inadvertent disclosure. More specifically, if any priv-
15 ileged or protected documents, records, and/or data are inadvertently disclosed
16 to another party, such documents will not lose the privilege and/or protection
17 attached thereto because the documents were inadvertently disclosed, nor may
18 any such documents, once identified, be used for any purpose (including, with-
19 out limitation, during a deposition). After being notified of an inadvertent dis-
20 closure pursuant to Rule 26(b)(5)(B), and if a Party does not dispute the pro-
21 tected nature of the document(s), all copies of such document(s) shall be re-
22 turned to the Producing Party or be destroyed within five (5) days of the notice.

23 (b) If a dispute arises concerning the protected nature of the docu-
24 ment(s) that the Producing Party claims were inadvertently disclosed pursuant
25 to Rule 26(b)(5)(B) and paragraph 15(a), the Parties shall meet and confer within
26 14 days from the date the dispute arises in good faith in an effort to resolve the
27 dispute. If the Parties are unable to resolve the dispute, within 14 days following
28 the meet and confer the Producing Party may file a motion seeking a protective

1 order protecting the document(s) at issue from being further disclosed and re-
2 quiring that the document(s) be returned to the Producing Party. In the event of
3 such a motion for protective order, the Producing Party shall have the burden to
4 demonstrate the claimed privilege, work product immunity, or other immunity.
5 The material that the Producing Party contends was inadvertently disclosed
6 shall be treated as covered by the claimed privilege, work product immunity, or
7 other immunity during the pendency of these discussions and any ensuing mo-
8 tion practice. The Receiving Party will not use or refer to any information con-
9 tained within the document(s) at issue, including in deposition or at trial or in
10 any Court filing, unless and until such a motion for protective order is denied by
11 the Court.

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

13 (a) The inadvertent failure by a Producing Party to designate Discovery
14 Material as Protected Material with one of the designations provided for under
15 this Order shall not waive any such designation provided that the Producing
16 Party notifies all Receiving Parties that such Discovery Material is protected un-
17 der one of the categories of this Order upon learning of the inadvertent failure
18 to designate. The Producing Party shall reproduce the Protected Material with
19 a copy bearing the correct confidentiality designation, consistent with the terms
20 of this Order, within seven (7) days of notifying the Receiving Parties. Upon
21 receiving the Protected Material with the correct confidentiality designation, the
22 Receiving Parties shall destroy all copies of any Discovery Materials bearing the
23 previous designation.

24 (b) A Receiving Party shall not be in breach of this Order for any use of
25 such Discovery Material before the Receiving Party receives the notice described
26 in paragraph 16(a). Once a Producing Party gives the notice described in para-
27 graph 16(a), the Receiving Party shall treat such Discovery Material at the new
28 designated level pursuant to the terms of this Order.

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

2 (a) In the event of a disclosure of any Discovery Material pursuant to
3 this Order to any person or persons not authorized to receive such disclosure
4 under this Order, the Party responsible for having made such disclosure, and
5 each Party with knowledge thereof, shall immediately notify counsel for the Pro-
6 ducing Party whose Discovery Material has been disclosed and provide to such
7 counsel all known relevant information concerning the nature and circum-
8 stances of the disclosure. The responsible disclosing Party shall also promptly
9 take all reasonable measures to retrieve, or confirm the destruction of, all copies
10 of documents that it distributed or disclosed to persons not authorized to access
11 such information, and to ensure that no further or greater unauthorized disclo-
12 sure and/or use of the improperly disclosed Discovery Material is made.

13 (b) Unauthorized or inadvertent disclosure does not change the status
14 of Discovery Material or waive the right to hold the disclosed document or in-
15 formation as Protected Material.

16 **18. EXPERT MATERIALS**

17 (a) All matters concerning expert discovery shall be governed by the
18 Federal Rules of Civil Procedure and the applicable local rules and standing or-
19 der(s), to the extent not inconsistent with this Order.

20 (b) The following categories of documents and information need not be
21 disclosed, are outside the scope of permissible discovery (including deposition
22 questions), and are deemed to be attorney work product and confidential:

23 (1) A Consulting Expert's communications, documents, or elec-
24 tronic information made or prepared in connection with this Action including,
25 but not limited to, communications sent to or received by counsel for the Party
26 retaining the Consulting Expert(s);

27 (2) A Testifying Expert's (i) drafts of expert reports, declarations,
28 affidavits, opinions, written testimony, or work papers prepared in connection

1 with this action or any other action; (ii) preliminary or intermediate calculations,
2 computations, modeling, or data runs prepared in connection with this action or
3 any other action; or (iii) other preliminary expert opinions or draft materials;

4 (3) Notes or summaries of a Testifying Expert, or persons work-
5 ing at the direction of a Testifying Expert, prepared in connection with this Ac-
6 tion or any other action;

7 (4) Any comments, whether oral or written, related to an expert
8 report or affidavit of a Testifying Expert prepared in connection with this Action
9 by (i) counsel for a Party retaining the Testifying Expert, (ii) a Consulting Ex-
10 pert, (iii) or any person working at the Testifying Expert's direction; and

11 (5) Any communications, whether oral or written, between a
12 Testifying Expert and (i) counsel for a Party retaining the Testifying Expert, (ii)
13 a Consulting Expert, or (iii) any person working at the Testifying Expert's direc-
14 tion, including any information and things included in or attached to such com-
15 munications, except to the extent they are directly relied upon by the expert in
16 his or her expert report, declaration, affidavit, or testimony.

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

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

21 **19. FINAL DISPOSITION**

22 Unless otherwise ordered or agreed in writing by the Producing Party,
23 within forty-five (45) days after the Termination Date each Receiving Party must
24 either destroy or return to the Producing Party all Protected Material and all
25 copies, abstracts, compilations, summaries or any other form of reproducing or
26 capturing of any Protected Material. Whether the Protected Material is returned
27 or destroyed, the Receiving Party must submit a written certification to the Pro-
28 ducing Party by the 45-day deadline established herein that confirms all the

1 Protected Material in its possession was returned or destroyed and that affirms
2 that the Receiving Party has not retained any copies, abstracts, compilations,
3 summaries or other forms of reproducing or capturing any Protected Material.

4 For materials that contains or reflects Protected Material but that consti-
5 tutes or reflects counsel's work product, or that of retained consultants and ex-
6 perts, counsel of record for the Parties shall be entitled to retain such work prod-
7 uct in their files in accordance with the provisions of this Protective Order, so
8 long as it is and remains clearly marked to reflect that it contains Protected Ma-
9 terial subject to this Protective Order. Counsel of record for the Parties shall also
10 be entitled to retain an archival copy of all pleadings; affidavits; motion papers;
11 trial, deposition, and hearing transcripts; legal memoranda; correspondence;
12 deposition and trial exhibits; expert reports; briefs; other papers filed with this
13 Court; and any other parts of the trial record, even if such material contains
14 Protected Material, so long as such material is and remains clearly marked to
15 reflect that it contains Protected Material subject to this Protective Order.

16 **20. MISCELLANEOUS**

17 (a) Right to Further Relief. Nothing in this Order abridges the right of
18 any person to seek its modification, or relief from this Order, from the Court in
19 the future.

20 (b) Termination of Matter and Retention of Jurisdiction. The Parties
21 agree that the terms of this Protective Order shall survive and remain in effect
22 after the final termination of the above-captioned matter. The Court shall retain
23 jurisdiction after final termination of this matter to hear and resolve any disputes
24 arising out of this Protective Order.

25 (c) Successors. This Order shall be binding upon the Parties hereto,
26 their attorneys, and their successors, executors, personal representatives, admin-
27 istrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees,
28

1 agents, retained consultants and experts, and any persons or organizations over
2 which they have direct control.

3 (d) Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order, no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item. This Order shall not constitute
6 a waiver of the right of any Party to claim in this action or otherwise that any
7 Discovery Material, or any portion thereof, is privileged or otherwise non-dis-
8 coverable, or is not admissible in evidence in this action or any other proceeding.
9 Stipulating to entry of this Protective Order shall not prejudice in any way the
10 rights of a Party to petition the Court for a further protective order relating to
11 any confidential information, nor prevent the Parties from agreeing in writing
12 or on the record during a deposition or hearing in this Action to alter or waive
13 the provisions or protections provided for herein with respect to any particular
14 information or material.

15 (e) Modification by Court. The United States District Court for the
16 Central District of California is responsible for the interpretation and enforce-
17 ment of this Order. All disputes concerning Protected Material, however desig-
18 nated, produced under the protection of this Order shall be resolved by the
19 United States District Court for the Central District of California.

20 (f) Bound by Order. All persons who have access to information or ma-
21 terial designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY” under this Protective Order acknowledge that
23 they are bound by this Order, and that they submit to the jurisdiction of this
24 Court for purposes of enforcing this Order.

25 (g) Discovery Rules Remain Unchanged. Except as expressly provided
26 herein, nothing in this Order shall alter or change in any way the discovery pro-
27 visions of the Federal Rules of Civil Procedure, the Local Rules for the United
28 States District Court for the Central District of California, or the Court’s own

1 orders entered in this Action. Identification of any individual pursuant to this
2 Protective Order does not make that individual available for deposition or any
3 other form of discovery outside of the restrictions and procedures of the Federal
4 Rules of Civil Procedure, the Local Rules for the United States District Court
5 for the Central District of California, or the Court's own orders entered in this
6 Action.

7
8 IT IS SO ORDERED.

9
10 Dated: November 14, 2025

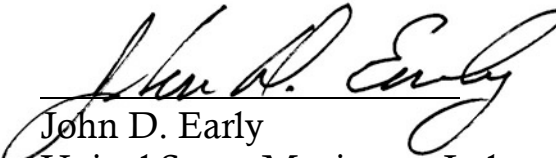
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12 John D. Early
13 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or
type full company name or address], declare under penalty of perjury 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 on
_____, 2025 [print date issued] in the case of *Do No Harm v. Regents of*
University of California, No. 2:25-cv-04131-JWH-JDE. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after termi-
nation of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____