

1 William Turley, Esq. (SBN: 122408)
2 David Mara, Esq. (SBN: 230498)
3 Jill Vecchi, Esq. (SBN: 299333)
4 Matthew Crawford, Esq. (SBN: 310230)
5 **THE TURLEY & MARA LAW FIRM, APLC**
6 7428 Trade Street
7 San Diego, California 92121
8 Telephone: (619) 234-2833
9 Facsimile: (619) 234-4048

FILED
Superior Court of California
County of Los Angeles

FEB 20 2018

Sherri R. Carter, Executive Officer/Clerk
By C. Andrews, Deputy
Charlotte Andrews

7 Isam C. Khoury, Esq. (SBN: 58759)
8 Michael D. Singer, Esq. (SBN: 115301)
9 Jeff Geraci, Esq. (SBN: 151519)
10 **COHELAN KHOURY & SINGER**
11 605 C Street, Suite 200
12 San Diego, CA 92101
13 Telephone: (619) 595-3001
14 Facsimile: (619) 595-3000

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12 Sahag Majarian, II, Esq. (SBN: 146621)
13 **LAW OFFICES OF SAHAG MAJARIAN II**
14 18250 Ventura Blvd.
15 Tarzana, CA 91356
16 Telephone: (818) 609-0807
17 Facsimile: (818) 609-0892

18 Attorneys for Plaintiffs PAUL GARCIA and PIERRE ATME,
19 on behalf of themselves, all others similarly situated,
20 and on behalf of the general public.

21 (Further counsel listed on the following page)

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **LOS ANGELES SUPERIOR COURT, CENTRAL CIVIL WEST**

24 PAUL GARCIA and PIERRE ATME, on
25 behalf of themselves, all others similarly
26 situated, and on behalf of the general public,

27 Plaintiffs,

28 v.

29 HARALAMBOS BEVERAGE CO.; and
30 DOES 1-100,

31 Defendants.

) CASE NO. BC 660723
)
)

) **STIPULATED PROTECTIVE**
) **ORDER FOR THE EXCHANGE OF**
) **CONFIDENTIAL INFORMATION;**
) **AND [PROPOSED] ORDER**
) **THEREON**

) Judge: Hon. Maren R. Nelson
) Dept.: 307
)
)

By Fax

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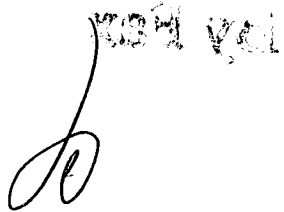
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M.D. Scully, Esq. (SBN: 135853)
mscully@grsm.com
Robert D. Wilson III, Esq. (SBN: 226309)
rwilson@grsm.com
R. Scott Sokol, Esq. (SBN: 185815)
ssokol@grsm.com
Travis K. Jang-Busby, Esq. (283256)
tjangbusby@grsm.com
GORDON & REES LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

Attorneys for Defendant,
HARALAMBOS BEVERAGE CO.

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1 Defendant HARALAMBOS BEVERAGE CO. ("HBC"), on the one hand, and Plaintiffs
2 PAUL GARCIA and PIERRE ATME, on the other hand, request the entry of a Protective Order
3 for the Exchange of Confidential Information ("Protective Order") pursuant to California Civil
4 Procedure Code Section 1985, *et seq.*, and California Rules of Court, Rules 2.550 and 2.551, and
5 applicable decisional case law regarding the treatment of confidential information. Plaintiffs and
6 Defendant may be referred to herein individually as a "Party" and collectively as the "Parties."

7 There is good cause for this Protective Order because Plaintiffs have requested Defendant
8 produce documents which Defendant contends will involve the production of confidential and
9 private information concerning, among other topics, HBC's trade secrets, HBC's proprietary
10 methods, HBC's policies and procedures, HBC's employment practices, and information that
11 relates to third-party former and current employees of HBC, including but not limited to, their
12 personnel, time and payroll records. Defendant contends special protection of these categories of
13 information from public disclosure and/or from use for any purpose other than prosecuting or
14 defending this litigation is warranted. Defendant HBC will be irreparably harmed and forever
15 damaged if Confidential information or documents should be provided to any of its competitors.

16 This Protective Order does not confer blanket protections on all disclosures or responses
17 to discovery and the protection it affords extends only to the limited information or items that are
18 entitled under the applicable legal principles to treatment as confidential.

19 **PROTECTIVE ORDER**

20 **IT IS HEREBY ORDERED** that in order to facilitate the exchange of information and
21 documents which may be subject to confidentiality limitations on disclosure due to federal laws,
22 state laws, and privacy rights:

23 1. In this Protective Order, the words set forth below shall have the following
24 meanings:

25 a. "Proceeding" means the above-entitled proceeding, Los Angeles Superior Court
26 Case No. BC 660723.

27 b. "Court" means the Los Angeles Superior Court, or any other judge to which this
28 Proceeding may be assigned, including Court staff participating in such proceedings.

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1 c. "Confidential" means any information which is in the possession of a Designating
2 Party who believes in good faith that such information is entitled to confidential treatment under
3 applicable law.

4 d. "Confidential Materials" means any Documents, Testimony or Information as
5 defined below designated as "Confidential" pursuant to the provisions of this Protective Order.
6 Confidential Materials includes, but is not limited to, information, data, Documents,
7 electronically stored information, discovery responses, Testimony, and all other material or
8 information, whether in paper, electronic, digital, or other format, that is produced or supplied by
9 any Designating Party or non-party in this action which the Designating Party believes in good
10 faith is entitled to Confidential treatment under applicable law, including, but not limited to:

11 (i) the names, acronyms, and identity of HBC computer systems, databases,
12 programs, and software;

13 (ii) the identity of HBC intranet sites;

14 (iii) methods of access, usage requirements, and limitations relating to HBC
15 computer systems, databases, programs, software, and intranet;

16 (iv) any modifications, additions, and exclusions relating to HBC computer
17 systems, databases, programs, software, and intranet;

18 (v) the identity, description, methods of access, usage requirements, and
19 limitations relating to computer systems, databases, programs, and software used by HBC, but
20 provided, maintained or transmitted by third-parties;

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22 (vi) the identity of any third-parties with whom HBC works or contracts to
23 obtain, maintain, store, or transmit information relating to job applicants and employees;

24 (vii) contracts and other confidential or proprietary information between or
25 among HBC and any third-party relating to computer systems, databases, programs, software,
26 web-based applications, and its intranet;

27 (viii) data fields relating to any system, database, program, web-based
28 application, or software maintained by HBC or utilized by HBC;

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- 1 (ix) data dictionaries or record layout;
- 2 (x) field or data elements;
- 3 (xi) explanatory codes/values;
- 4 (xii) explanatory tables;
- 5 (xiii) codebooks;
- 6 (xiv) table descriptors;
- 7 (xv) the location of documents on HBC computer systems and/or intranet;
- 8 (xvi) online/web-based manuals;
- 9 (xvii) web-listings;
- 10 (xviii) data, data files, or information maintained in any HBC computer system,
- 11 database, program, software or its intranet;
- 12 (xix) data, data files, or information that is obtained, maintained, or stored in, or
- 13 transmitted by, any third-party computer system, program, software or web-based application
- 14 which is used by HBC;
- 15 (xx) Confidential personal or consumer information as set forth in California
- 16 Code of Civil Procedure section 1985, *et seq.*, or otherwise which constitutes private information
- 17 and/or Confidential Material whether embodied in physical objects, documents, or other factual
- 18 knowledge of persons, and specifically shall include but not necessarily be limited to Documents
- 19 concerning third-party employees of HBC, including names, addresses, phone numbers,
- 20 employment records, payroll records, termination information and details regarding third-party
- 21 employment history;
- 22 (xxi) HBC's financial records;
- 23 (xxii) training, training processes and training materials relating to how HBC
- 24 trains it employees;
- 25 (xxiii) HBC's policies and procedures; and
- 26 (xxiv) HBC's employment practices.
- 27 e. "Designating Party" means the Party that designates Materials as "Confidential."
- 28 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or make

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1 available Materials, or any part thereof, or any information contained therein.

2 g. "Documents" means any "Writing," "Original," and "Duplicate" as those terms
3 are defined by California Evidence Code Sections 250, 255, and 260, which have been produced
4 in discovery in this Proceeding by any person, and any copies, reproductions, or summaries of all
5 or any part of the foregoing.

6 h. "Information" means the content of Documents or Testimony.

7 i. "Testimony" means all depositions, declarations or other testimony taken or used
8 in this Proceeding.

9 2. The Designating Party shall have the right to designate as "Confidential" any
10 Documents, Testimony or Information that it produces, it has produced on its behalf, or is
11 produced by a third-party that the Designating Party in good faith believes to contain non-public
12 information that is entitled to confidential treatment under applicable law. Data, Documents, and
13 information marked or identified as "Confidential" shall be used only for the preparation, trial
14 and/or hearings in this matter and for no other purpose except as may be required by law.

15 3. The entry of this Protective Order does not alter, waive, modify, or abridge any
16 right, privilege or protection otherwise available to any Party with respect to the discovery of
17 matters, including but not limited to any Party's right to assert the attorney-client privilege, the
18 attorney work product doctrine, or other privileges, or any Party's right to contest any such
19 assertion.

20 4. Any Documents, Testimony or Information to be designated as "Confidential"
21 must be clearly so designated before the Document, Testimony or Information is Disclosed or
22 produced. Documents should be marked "CONFIDENTIAL" or "CONFIDENTIAL -
23 SUBJECT TO PROTECTIVE ORDER." The "Confidential" designation should not obscure or
24 interfere with the legibility of the designated Information.

25 5. For Information produced in some form other than Documents, and for any other
26 tangible items, including, without limitation, compact discs or DVDs, the Designating Party must
27 affix in a prominent place on the exterior of the container or containers in which the Information
28 or item is stored the legend "Confidential." If only portions of the Information or item warrant

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1 protection, the Designating Party, to the extent practicable, shall identify the "Confidential"
2 portions.

3 6. Access to and/or Disclosure of Confidential Materials designated as
4 "Confidential" shall be permitted only to the following persons:

5 a. the Court, its employees and necessary clerical support staff;

6 b. attorneys of record in the Proceedings and their affiliated attorneys, paralegals,
7 clerical and secretarial staff employed by such attorneys who are actively involved in the
8 Proceedings and are not employees of any Party;

9 c. in-house counsel to the undersigned Parties and the paralegal, clerical and
10 secretarial staff employed by such counsel. Provided, however, that each non-lawyer given
11 access to Confidential Materials shall be advised that such Materials are being Disclosed
12 pursuant to, and are subject to, the terms of this Protective Order and that they may not be
13 Disclosed other than pursuant to its terms;

14 d. the Parties and any employees, former employees or agents thereof, provided that,
15 before disclosure of the Confidential data, Documents, and Information to any employees,
16 former employees or agents, such employees, former employees and agents shall execute the
17 form annexed as "Exhibit A," which shall be provided to and maintained by counsel for the
18 Designating Party;

19 e. persons consulted for the purpose of providing expert or technical services in
20 connection with discovery or preparation for trial of this action, or for the purpose of offering
21 expert testimony at the trial and/or hearings in this action, provided that, before disclosure of the
22 Confidential data, Documents, and Information to said persons, each shall execute the form
23 annexed as "Exhibit A," which shall be provided to and maintained by counsel for the
24 Designating Party. It shall be the obligation of counsel, upon learning of any breach or
25 threatened breach of this Protective Order by any such expert or expert consultant, to promptly
26 notify counsel for the Designating Party of such breach or threatened breach;

27 f. court reporters in this Proceeding (whether at depositions, hearings, or any other
28 proceeding);

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1 g. any deposition, trial or hearing witness in the Proceeding who previously has had
2 access to the Confidential Materials, or who is currently or was previously an officer, director,
3 partner, member, employee or agent of an entity that has had access to the Confidential
4 Materials;

5 h. witnesses appearing at depositions, hearings or trial in this matter;

6 i. any deposition or non-trial hearing witness in the Proceeding who previously did
7 not have access to the Confidential Materials; provided, however, that each such witness given
8 access to Confidential Materials shall be advised that such Materials are being Disclosed
9 pursuant to, and are subject to, the terms of this Protective Order and that they may not be
10 Disclosed other than pursuant to its terms; and

11 j. mock jury participants, provided, however, that prior to the Disclosure of
12 Confidential Materials to any such mock jury participant, counsel for the Party making the
13 Disclosure shall deliver a copy of this Protective Order to such person, shall explain that such
14 person is bound to follow the terms of this Protective Order, and shall secure the signature of
15 such person on the form attached hereto as "Exhibit A."

16 7. Persons entitled to access to Confidential data, Documents, and Information shall
17 not disclose such Confidential data, Documents, and Information to any person or entity other
18 than those entitled to access as provided for in this Protective Order. A person or an entity not
19 entitled to access to the Confidential data, Documents, and Information can or will be provided
20 disclosure thereof upon agreement of the Parties or if either Party demonstrates to the Court that
21 there is a sufficient and reasonable basis and necessity for such disclosure of specific
22 Confidential data, Documents, and Information but, otherwise, no person or entity other than
23 those designated in this Protective Order shall have access to the Confidential data, Documents,
24 and Information.

25 8. If the Court determines that a person or an entity not entitled to access to the
26 Confidential Documents and Documents pursuant to this Protective Order has a sufficient and
27 reasonable basis and necessity for disclosure, then that person or entity shall execute the form
28 annexed as "Exhibit A," which shall be provided to and maintained by counsel for the

1 Designating Party. Notwithstanding the foregoing, nothing in this Protective Order shall restrict
2 any Party or person or entity from use of his, her, or its own Confidential data, Documents, and
3 Information for any purpose.

4 9. Where any Confidential Materials, or Information derived from Confidential
5 Materials, is included in any motion or other proceeding governed by California Rules of Court,
6 Rules 2.550 and 2.551, the Party shall follow those rules. With respect to discovery motions or
7 other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the
8 following shall apply: if Confidential Materials or Information derived from Confidential
9 Materials are submitted to or otherwise disclosed to the Court in connection with discovery
10 motions and proceedings, the same shall be separately filed under seal with the clerk of the Court
11 in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO
12 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED."

13 10. To the extent that the Parties or any of them determine that Information
14 designated as Confidential needs to be used in any motions or other documents to be filed with
15 the Court in this action, the Party seeking to use the Confidential Information will: (i) redact the
16 names and identifying Information, including of all employees, before filing it with the Court
17 and (ii) follow the procedures contained in California Rules of Rules, Rules 2.550 and 2.551 in
18 filing the Confidential Information. In the event that the Court does approve the Rule 2.550, *et*
19 *seq.* application, the Confidential Information will be returned to the Party attempting to file it
20 and it will not become part of the Court record. Pending a ruling by the Court on any such
21 motion, the Documents covered by the motion shall remain under seal.

22 11. Within seven (7) business days of the filing of any Documents under seal, in the
23 event that any Party disagrees with such Documents being under seal, that Party shall object to
24 the Documents being filed under seal or else waive any objection. The objecting Party shall
25 within that seven (7) business day period serve written objections on all other counsel of record,
26 and the Parties shall make a good faith effort to resolve the dispute. If the dispute cannot be
27 resolved, the objecting Party shall file a motion to remove the Documents from under seal, and
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1 the Party that designated the Documents Confidential and subject to seal shall file a written
2 response.

3 12. For Testimony given in depositions, the Designating Party may either: (1) identify
4 on the record, before the close of the deposition, all "Confidential" Testimony, by specifying all
5 portions of the Testimony that qualify as "Confidential;" or designate the entirety of the
6 Testimony at the deposition as "Confidential" with the right to identify more specific portions of
7 the Testimony as to which protection is sought within thirty (30) calendar days following receipt
8 of the deposition transcript. In circumstances where portions of the deposition Testimony are
9 designated for protection, the transcript pages containing "Confidential" Information may be
10 separately bound by the court reporter, who must affix to the top of each page the legend
11 "Confidential," as instructed by the Designating Party.

12 13. If data, Documents, or Information deemed Confidential pursuant to this
13 Protective Order are used and disclosed at a deposition, hearing or other proceeding, any person
14 or entity, its officers, employees and agents not entitled to access to data, Documents, and
15 Information deemed Confidential under this Protective Order shall be precluded from attending
16 that portion of the deposition, hearing or other proceeding in which Confidential data,
17 Documents, and Information shall be used and disclosed. In addition, the portion of the
18 deposition, hearing or other proceeding transcript containing the Confidential data, Documents,
19 and Information shall not be disclosed to any person or entity, its officers, employees or agents
20 not entitled to access to said Confidential data, Documents, and Information.

21 14. This Protective Order shall in no way affect or impair the right of any Party or
22 person or entity, its officers, employees or agents, to raise or assert any defense or objection,
23 including, but not limited to, defenses or objections to the discovery or production of data,
24 Documents, and Information, and to the use, relevancy or admissibility at trial or at any hearing
25 of any evidence. This Protective Order shall in no way affect or impair the right of any Party or
26 person or entity, to conduct discovery, whether by interrogatory, request for admission, or
27 request for production of documents, or otherwise, of Documents, Information, and/or testimony
28 under the California Code of Civil Procedure.

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1 15. If any receiving Party disagrees with the designation for certain data, Documents,
2 or Information, the receiving Party shall object to the designation. Any Party who wishes to
3 object to the designation shall serve written objections (including a statement of the legal or
4 factual basis for the objections) on all other counsel of record and request a meet and confer
5 conference to resolve the matter. The Parties shall make a good faith effort to resolve the
6 dispute. If the dispute cannot be resolved, the objecting Party shall file a motion with the Court
7 requesting a determination as to whether the designation is proper. Pending a ruling by the Court
8 on the motion, the terms of this Protective Order shall remain in effect for the data, Documents,
9 and Information that are the subject of said motion. The Designating Party shall have the burden
10 to establish the privileged and/or confidential nature of the Documents, Information, and/or
11 Testimony under applicable law.

12 16. The inadvertent production by any of the undersigned Parties or non-Parties to the
13 Proceedings of any Document, Testimony or Information during discovery in this Proceeding
14 without a "Confidential" designation, shall be without prejudice to any claim that such item is
15 "Confidential" and such Party shall not be held to have waived any rights by such inadvertent
16 production. In the event that any Document, Testimony or Information that is subject to a
17 "Confidential" designation is inadvertently produced without such designation, the Party that
18 inadvertently produced the document shall give written notice of such inadvertent production
19 within twenty (20) business days of discovery of the inadvertent production, together with a
20 further copy of the subject Document, Testimony or Information designated as "Confidential"
21 (the "Inadvertent Production Notice"). Upon receipt of such Inadvertent Production Notice, the
22 Party that received the inadvertently produced Document, Testimony or Information shall
23 promptly destroy the inadvertently produced Document, Testimony or Information and all copies
24 thereof, or, return such together with all copies of such Document, Testimony or Information to
25 counsel for the producing Party and shall retain only the "Confidential" designated Materials.
26 Should the receiving Party choose to destroy such inadvertently produced Document, Testimony
27 or Information, the receiving Party shall notify the producing Party in writing of such destruction
28 within ten (10) calendar days of receipt of written notice of the inadvertent production and

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1 provide a declaration signed under penalty of perjury. This provision is not intended to apply to
2 any inadvertent production of any Information protected by attorney-client or work product
3 privileges. In the event that this provision conflicts with any applicable law regarding waiver of
4 confidentiality through the inadvertent production of Documents, Testimony or Information,
5 such law shall govern.

6 17. If any Party or person that has obtained Confidential Material under the terms of
7 this Protective Order receives a subpoena or other legal process commanding the production of
8 any Confidential Documents or Information (the "subpoena"), such Party or person shall within
9 three (3) calendar days notify counsel for the Designating Party by email, followed by either
10 express mail or overnight delivery to counsel of record for the Designating Party that designated
11 the Information or Documents as Confidential Material of the service of the subpoena. The Party
12 or person receiving the subpoena shall not produce any Confidential Material in response to the
13 subpoena without either the prior written consent of the Designating Party or person that
14 designated the Information or Documents as Confidential Material or an order of this Court.

15 18. Any Information that may be produced by a non-Party witness in discovery in the
16 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as
17 "Confidential" under the terms of this Protective Order, and any such designation by a non-Party
18 shall have the same force and effect, and create the same duties and obligations, as if made by
19 one of the undersigned Parties hereto. Any such designation shall also function as a consent by
20 such producing Party to the authority of the Court in the Proceeding to resolve and conclusively
21 determine any motion or other application made by any person or Party with respect to such
22 designation, or any other matter otherwise arising under this Protective Order. The recipient of
23 the subpoena may not produce any Documents, Testimony or Information pursuant to the
24 subpoena prior to the date specified for production on the subpoena.

25 19. This Protective Order will not abrogate or diminish any contractual, statutory, or
26 other legal obligation or right of any Party or person with respect to any Confidential
27 Information, including discovery under the California Code of Civil Procedure. The fact that
28 Information is designated as Confidential Information under this Protective Order will not be

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1 considered to be determinative of what a trier of fact may determine to be confidential or
2 proprietary. Absent a stipulation of all Parties, the fact that Information has been designated as
3 Confidential Information under this Protective Order will not be admissible during the trial of
4 this action, nor will the jury be advised of this designation. The fact that any Information
5 designated Confidential pursuant to this Protective Order is disclosed, used, or produced in
6 discovery or at trial in this action will not be construed to be admissible or offered in any action
7 or proceeding before any court, agency, or tribunal as evidence that the Information:

- 8 a. is or is not relevant, material, or otherwise admissible;
- 9 b. is or is not confidential or proprietary to any Party; or
- 10 c. is or is not entitled to particular protection.

11 20. Entering into, agreeing to, and/or complying with the terms of this Protective
12 Order shall not: operate as an admission by any person that any particular Document, Testimony
13 or Information marked "Confidential" contains or reflects trade secrets, proprietary, confidential
14 or competitively sensitive business, commercial, financial or personal information or prejudice in
15 any way the right of any Party (or any other person subject to the terms of this Protective Order):

16 a. to seek a determination by the Court of whether any particular Confidential
17 Material should be subject to protection as "Confidential" under the terms of this Protective
18 Order; or

19 b. to seek relief from the Court on appropriate notice to all other Parties to the
20 Proceeding from any provision(s) of this Protective Order, either generally or as to any particular
21 Document, Material or Information.

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23 21. The Los Angeles Superior Court retains jurisdiction to make amendments,
24 modifications, deletions, and additions to this Protective Order as the Court from time to time
25 considers appropriate. The provisions of this Protective Order regarding the use or disclosure of
26 Information designated as Confidential Information will survive the termination of this
27 Proceeding, and the Court will retain jurisdiction with respect to this Protective Order.

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1 22. The Parties may amend this Protective Order in writing and may seek to have the
2 amendments entered by the Court as part of this Protective Order.

3 23. This Protective Order has been negotiated at arm's length and between and among
4 persons sophisticated and knowledgeable in the matters dealt with in this Protective Order.
5 Accordingly, none of the Parties hereto shall be entitled to have any provisions of the Protective
6 Order construed against any of the other Parties hereto in accordance with any rule of law, legal
7 decision, or doctrine, such as the doctrine of *contra proferendum*, that would require
8 interpretation of any ambiguities in this Protective Order against the Party that has drafted it.
9 The provisions of this Protective Order shall be interpreted in a reasonable manner to effect the
10 purposes of the Parties hereto and this Protective Order.

11 24. This Protective Order, upon entry as an Order of the Court, shall bind the Parties
12 represented by the undersigned counsel, the Parties' agents, officers, directors, employees,
13 family members and representatives who receive notice of this Protective Order, and all other
14 Parties who appear in this case during the course of this litigation. If non-Parties produce
15 Documents and desire to have them produced under the terms of this Protective Order, the
16 Parties agree to meet and confer and, if unable to agree, the non-Parties may seek amendment to
17 the Protective Order by motion.

18 25. Any Party to the Proceeding who has not executed this Protective Order as of the
19 time it is presented to the Court for signature may thereafter become a Party to this Protective
20 Order by its counsel's signing and dating a copy thereof and filing the same with the Court, and
21 serving copies of such signed and dated copy upon the other Parties to this Protective Order.

22 26. If, after execution of this Protective Order, any Confidential Materials submitted
23 by a Designating Party under the terms of this Protective Order is Disclosed by a non-
24 Designating Party to any person other than in the manner authorized by this Protective Order, the
25 non-Designating Party responsible for the Disclosure shall bring all pertinent facts relating to the
26 Disclosure of such Confidential Materials to the immediate attention of the Designating Party.

27 27. This Protective Order is entered into without prejudice to the right of any Party to
28 knowingly waive the applicability of this Protective Order to any Confidential Materials

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1 designated by that Party. If the Designating Party uses Confidential Materials in a non-
2 Confidential manner, then the Designating Party shall advise that the designation no longer
3 applies.

4 28. This Protective Order shall continue to be binding after the conclusion of this
5 Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party may
6 seek the written permission of the Designating Party or may move the Court for relief from the
7 provisions of this Protective Order. To the extent permitted by law, the Court shall retain
8 jurisdiction to enforce, modify, or reconsider this Protective Order, even after the Proceeding is
9 terminated.

10 Upon written request made within thirty (30) calendar days after the settlement or other
11 termination of the Proceeding, the undersigned Parties shall have ten (10) calendar days to either:

12 a. promptly return to counsel for each Designating Party all Confidential Materials
13 and all copies thereof (except that counsel for each Party may maintain in its files, in continuing
14 compliance with the terms of this Protective Order, all work product, and one copy of each
15 pleading filed with the Court); or

16 b. agree with counsel for the Designating Party upon appropriate methods and
17 certification of destruction or other disposition of such Confidential Materials; or

18 c. as to any Documents, Testimony or other Information not addressed by sub-
19 paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such
20 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review
21 and rule upon the motion referred to in sub-paragraph (c) herein.

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1 Dated: January 23, 2018

GORDON & REES LLP

2
3 By: 

4 Robert D. Wilson III
5 Attorneys for Defendant
6 HARALAMBOS BEVERAGE CO.

6 Dated: February 2, 2018

THE TURLEY & MARA LAW FIRM, APLC

7
8 By: 


9 David T. Mara
10 Attorneys for Plaintiffs
11 PAUL GARCIA and PIERRE
12 ATME

12 **ORDER**

13 **GOOD CAUSE APPEARING**, the Court hereby approves this Protective Order for the
14 Exchange of Confidential Information.

15 **IT IS SO ORDERED.**

16 DATED: 2/11/18

17 
18 Judge of the Superior Court

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1 EXHIBIT A

2 **CERTIFICATION REGARDING CONFIDENTIAL DISCOVERY MATERIALS**

3 I hereby acknowledge that I, Nicole Nastaro [NAME],
4 Project Manger at Apex Class Action [POSITION AND EMPLOYER], am about to receive
5 Confidential Materials supplied in connection with the Proceeding, Los Angeles Superior Court
6 Case No. BC 660723. I certify that I understand that the Confidential Materials are provided to
7 me subject to the terms and restrictions of the Protective Order filed in this Proceeding. I have
8 been given a copy of the Protective Order; I have read it, and I agree to be bound by its terms.

9 I understand that Confidential Materials, as defined in the Protective Order, including any
10 notes or other records that may be made regarding any such materials, shall not be Disclosed to
11 anyone except as expressly permitted by the Protective Order. I will not copy or use, except
12 solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this
13 Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

14 I further understand that I am to retain all copies of all Confidential Materials provided to
15 me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in
16 my personal custody until termination of my participation in this Proceeding, whereupon the
17 copies of such Materials will be returned to counsel who provided me with such Materials.

18 I declare under penalty of perjury, under the laws of the State of California, that the
19 foregoing is true and correct.

20 Dated: January 16th, 2025

Nicole Nastaro

21 _____
Signature

22 Project Manager

23 _____
Title

24 18 Technology Dr #154

Address

25 Irvine, CA, 92619

26 _____
City, State, Zip