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FILED
Superior Court of California
County of Los Angeles
09/11/2023
David W. Slayton, Executive Officer / Clerk of Court
By: S. Luqueno Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANKLIN ARMORY, INC., et al.,

Plaintiffs,

v.

CALIFORNIA DEPARTMENT OF JUSTICE,
et al.,

Defendants.

Case No. 20STCP0171747

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED by and between the Parties Plaintiffs Franklin Armory et al., and Defendants California Department of Justice, et al., by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

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

a. “Proceeding” means the above-entitled proceeding (Case No. 20STCP0171747).

b. “Court” means the Hon. Daniel Murphy or any other judge to which this Proceeding may be assigned, including Court staff participating in such proceedings.

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

4 d. “Confidential Materials” means any Documents, Testimony, or Information
5 as defined below designated as “Confidential” pursuant to the provisions of this Stipulation and
6 Protective Order, including but not limited to Trade Secrets.

7 e. “Designating Party” means the Party that designates Materials as
8 “Confidential.”

9 f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or
10 make available Materials, or any part thereof, or any information contained therein.

11 g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those
12 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been
13 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or
14 summaries of all or any part of the foregoing.

15 h. “Information” means the content of Documents or Testimony.

16 i. “Testimony” means all depositions, declarations or other testimony taken or
17 used in this Proceeding.

18 j. “Trade secrets” means all information not already in the public domain
19 relating to the computer, Internet, and network systems of Defendants and Plaintiffs, public
20 disclosure of which could compromise the security of those systems. Trade secrets also means any
21 sensitive information used by a business, including formulas, patterns, compilations, programs,
22 devices, methods, techniques, and processes. Trade secrets include, but are not limited to, customer
23 lists, consumer information subject to the California Consumer Protection Act and other consumer
24 privacy protections, marketing strategies, manufacturing processes, computer software, designs,
25 and formulas, and inventions without patents that derive independent economic value, actual or
26 potential, from not being generally known to the public or other person who can obtain economic
27 value from its disclosure or use.

28

1 2. The Designating Party shall have the right to designate as “Confidential” any
2 Documents, Testimony or Information that the Designating Party in good faith believes to contain
3 non-public information that is entitled to confidential treatment under applicable law.

4 3. A Receiving Party may use Confidential Materials that are disclosed or produced
5 by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or
6 attempting to settle this litigation. Such Confidential Materials may be disclosed only to the
7 categories of persons and under the conditions described in this Order. The entry of this Stipulation
8 and Protective Order does not alter, waive, modify, or abridge any right, privilege or protection
9 otherwise available to any Party with respect to the discovery of matters, including but not limited
10 to any Party’s right to assert the attorney-client privilege, the attorney work product doctrine, or
11 other privileges, or any Party’s right to contest any such assertion.

12 4. Any Documents, Testimony or Information to be designated as “Confidential” must
13 be clearly so designated before the Document, Testimony or Information is Disclosed or produced.
14 The parties may agree that the case name and number are to be part of the “Confidential”
15 designation. The “Confidential” designation should not obscure or interfere with the legibility of
16 the designated Information.

17 a. For Documents (apart from transcripts of depositions or other pretrial or trial
18 proceedings), the Designating Party must affix the legend “Confidential” on each page of any
19 Document containing such designated Confidential Material.

20 b. For Testimony given in depositions the Designating Party may either:

21 i. identify on the record, before the close of the deposition, all
22 “Confidential” Testimony, by specifying all portions of the Testimony that qualify
23 as “Confidential;” or

24 ii. designate the entirety of the Testimony at the deposition as
25 “Confidential” (before the deposition is concluded) with the right to identify more
26 specific portions of the Testimony as to which protection is sought within 30 days
27 following receipt of the deposition transcript. In circumstances where portions of
28 the deposition Testimony are designated for protection, the transcript pages

1 containing "Confidential" Information may be separately bound by the court
2 reporter, who must affix to the top of each page the legend "Confidential," as
3 instructed by the Designating Party.

4 c. For Information produced in some form other than Documents, and for any
5 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party
6 must affix in a prominent place on the exterior of the container or containers in which the
7 Information or item is stored the legend "Confidential." If only portions of the Information or
8 item warrant protection, the Designating Party, to the extent practicable, shall identify the
9 "Confidential" portions.

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

1 conflicts with any applicable law regarding waiver of confidentiality through the inadvertent
2 production of Documents, Testimony or Information, such law shall govern.

3 6. In the event that counsel for a Party receiving Documents, Testimony or Information
4 in discovery designated as “Confidential” objects to such designation with respect to any or all of
5 such items, said counsel shall advise counsel for the Designating Party, in writing, unless such a
6 designation is made as to oral testimony, in which case an oral objection is proper and preserved
7 on the record for later challenge, of such objections, the specific Documents, Testimony or
8 Information to which each objection pertains, and the specific reasons and support for such
9 objections (the “Designation Objections”). Counsel for the Designating Party shall have thirty (30)
10 days from receipt of the written Designation Objections to either (a) agree in writing to de-designate
11 Documents, Testimony or Information pursuant to any or all of the Designation Objections and/or
12 (b) file a motion with the Court seeking to uphold any or all designations on Documents, Testimony
13 or Information addressed by the Designation Objections (the “Designation Motion”). Pending a
14 resolution of the Designation Motion by the Court, any and all existing designations on the
15 Documents, Testimony or Information at issue in such Motion shall remain in place. The
16 Designating Party shall have the burden on any Designation Motion of establishing the applicability
17 of its “Confidential” designation.

18 7. Access to and/or Disclosure of Confidential Materials designated as “Confidential”
19 shall be permitted only to the following persons:

- 20 a. the Court;
- 21 b. Attorneys of record in the Proceedings and their affiliated attorneys,
22 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in
23 the Proceedings and are not employees of any Party;
- 24 c. In-house counsel to the undersigned Parties and the paralegal, clerical and
25 secretarial staff employed by such counsel. Provided, however, that each non-lawyer given access
26 to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and
27 are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed
28 other than pursuant to its terms;

1 d. those officers, directors, partners, members, employees and agents of all
2 non-designating Parties that counsel for such Parties deems necessary to aid counsel in the
3 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of
4 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel
5 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to
6 such person, shall explain that such person is bound to follow the terms of such Order, and shall
7 secure the signature of such person on a statement in the form attached hereto as Exhibit A;

8 e. court reporters in this Proceeding (whether at depositions, hearings, or any
9 other proceeding);

10 f. any deposition, trial or hearing witness in the Proceeding who previously
11 has had access to the Confidential Materials, or who is currently or was previously an officer,
12 director, partner, member, employee or agent of an entity that has had access to the Confidential
13 Materials;

14 g. any deposition or non-trial hearing witness in the Proceeding who previously
15 did not have access to the Confidential Materials; provided, however, that each such witness
16 given access to Confidential Materials shall be advised that such Materials are being Disclosed
17 pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they
18 may not be disclosed other than pursuant to its terms;

19 h. mock jury participants, provided, however, that prior to the Disclosure of
20 Confidential Materials to any such mock jury participant, counsel for the Party making the
21 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain
22 that such person is bound to follow the terms of such Order, and shall secure the signature of such
23 person on a statement in the form attached hereto as Exhibit A.

24 i. outside experts or expert consultants consulted by the undersigned Parties or
25 their counsel in connection with the Proceeding, whether or not retained to

26 testify at any oral hearing; provided, however, that prior to the Disclosure of Confidential Materials
27 to any such expert or expert consultant, counsel for the Party making the Disclosure shall deliver
28 a copy of this Stipulation and Protective Order to such person, shall explain its terms to such

1 person, and shall secure the signature of such person on a statement in the form attached hereto as
2 Exhibit A. It shall be the obligation of counsel, upon learning of any breach or threatened breach
3 of this Stipulation and Protective Order by any such expert or expert consultant, to promptly notify
4 counsel for the Designating Party of such breach or threatened breach; and any other person that
5 the Designating Party agrees to in writing.

6 8. Confidential Materials shall be used by the persons receiving them only for the
7 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
8 defending the Proceeding, and not for any business or other purpose whatsoever.

9 9. Entering into, agreeing to, and/or complying with the terms of this Stipulation and
10 Protective Order shall not:

11 a. operate as an admission by any person that any particular Document,
12 Testimony or Information marked “Confidential” contains or reflects Trade Secrets, proprietary,
13 confidential or competitively sensitive business, commercial, financial or personal information; or

14 b. prejudice in any way the right of any Party:

15 i. to seek a determination by the Court of whether any particular
16 Confidential Material should be subject to protection as “Confidential” under the
17 terms of this Stipulation and Protective Order; or

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

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

26 11. Any Information that may be produced by a non-Party witness in discovery in the
27 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as
28 “Confidential” under the terms of this Stipulation and Protective Order, and any such designation

1 by a non-Party shall have the same force and effect, and create the same duties and obligations, as
2 if made by one of the undersigned Parties hereto. Any such designation shall also function as a
3 consent by such producing Party to the authority of the Court in the Proceeding to resolve and
4 conclusively determine any motion or other application made by any person or Party with respect
5 to such designation, or any other matter otherwise arising under this Stipulation and Protective
6 Order.

7 12. If any person subject to this Stipulation and Protective Order who has custody of
8 any Confidential Materials receives a subpoena or other process (“Subpoena”) from any
9 government or other person or entity demanding production of Confidential Materials, the recipient
10 of the Subpoena shall promptly give notice of the same by electronic mail transmission, followed
11 by either express mail or overnight delivery to counsel of record for the Designating Party, and
12 shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating
13 Party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise
14 oppose production of the Confidential Materials, and/or seek to obtain confidential treatment of
15 such Confidential Materials from the subpoenaing person or entity to the fullest extent available
16 under law. The recipient of the Subpoena may not produce any Documents, Testimony or
17 Information pursuant to the Subpoena prior to the date specified for production on the Subpoena.

18 13. Nothing in this Stipulation and Protective Order shall be construed to preclude either
19 Party from asserting in good faith that certain Confidential Materials require additional protection.
20 The Parties shall meet and confer to agree upon the terms of such additional protection.

21 14. If, after execution of this Stipulation and Protective Order, any Confidential
22 Materials submitted by a Designating Party under the terms of this Stipulation and Protective Order
23 is Disclosed by a non-Designating Party to any person other than in the manner authorized by this
24 Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure shall
25 bring all pertinent facts relating to the Disclosure of such Confidential Materials to the immediate
26 attention of the Designating Party. The non-Designating Party must also (a) use its best efforts to
27 retrieve all unauthorized copies of the Protected Material, (b) inform the person(s) to whom
28 unauthorized disclosures were made of the terms of this Order, and (c) request such person or

1 persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached as Exhibit
2 A.

3 15. This Stipulation and Protective Order is entered into without prejudice to the right
4 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any
5 Confidential Materials designated by that Party. Except in the case of inadvertent disclosure, if the
6 Designating Party uses Confidential Materials in a non-Confidential manner, then the Designating
7 Party shall advise that the designation no longer applies.

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

17 17. The Parties shall meet and confer regarding the procedures for use of Confidential
18 Materials at trial and shall move the Court for entry of an appropriate order.

19 18. Nothing in this Stipulation and Protective Order shall affect the admissibility into
20 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to
21 pursue other appropriate judicial action with respect to any ruling made by the Court concerning
22 the issue of the status of Protected Material.

23 19. This Stipulation and Protective Order shall continue to be binding after the final
24 disposition of this Proceeding and all subsequent proceedings arising from this Proceeding, except
25 that a Party may seek the written permission of the Designating Party or may move the Court for
26 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,
27 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
28 Order, even after the Proceeding is terminated.

1 20. Upon written request made within thirty (30) days after the settlement or other
2 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either

- 3 a) promptly return to counsel for each Designating Party all Confidential Materials and
4 all copies thereof (except that counsel for each Party may maintain in its files, in
5 continuing compliance with the terms of this Stipulation and Protective Order, all
6 work product, and one copy of each pleading filed with the Court and one copy of
7 each deposition together with the exhibits marked at the deposition),
8 b) agree with counsel for the Designating Party upon appropriate methods and
9 certification of destruction or other disposition of such Confidential Materials, or
10 c) as to any Documents, Testimony or other Information not addressed by sub-
11 paragraphs (a) and (b), file a motion seeking a Court order regarding proper
12 preservation of such Materials. To the extent permitted by law the Court shall retain
13 continuing jurisdiction to review and rule upon the motion referred to in sub-
14 paragraph (c) herein.

15 21. After this Stipulation and Protective Order has been signed by counsel for all Parties,
16 it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein
17 with regard to any Confidential Materials that have been produced before the Court signs this
18 Stipulation and Protective Order.

19 22. The Parties and all signatories to the Certification attached hereto as Exhibit A agree
20 to be bound by this Stipulation and Protective Order pending its approval and entry by the Court.
21 In the event that the Court modifies this Stipulation and Protective Order, or in the event that the
22 Court enters a different Protective Order, the Parties agree to be bound by this Stipulation and
23 Protective Order until such time as the Court may enter such a different Order. It is the Parties'
24 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to
25 allow for immediate production of certain Confidential Materials under the terms herein, and more
26 particularly to allow for the depositions previously scheduled to take place and to be covered by
27 the Protective Order after execution by both Parties, even if not affirmed by the Court's Order.

28 23. This Stipulation and Protective Order may be executed in counterparts.

1 IT IS SO STIPULATED.

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3 Date: September 7, 2023

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9 Date: September 7, 2023

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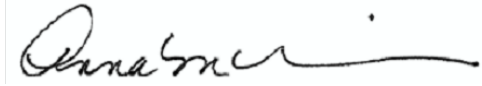
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MICHEL & ASSOCIATES, P.C.



Anna Barvir
Counsel for Plaintiffs

California Department of Justice

Andrew Adams

Andrew Adams
Counsel for Defendants

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ [NAME],

[POSITION AND EMPLOYER], am
about to receive Confidential Materials supplied in connection with the Proceeding (Case No.
20STCP0171747). I certify that I understand that the Confidential Materials are provided to me
subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding.
I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be
bound by its terms.

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

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

I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct. Executed this ____ day of _____, 20__, at _____.

DATED: _____ BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number

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ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Daniel S. Murphy".

Date: ~~JEFF GCH~~ _____

Daniel S. Murphy / Judge
Honorable Daniel S. Murphy

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA
3 COUNTY OF LOS ANGELES

4 I, Laura Palmerin, am employed in the City of Long Beach, Los Angeles County,
5 California. I am over the age eighteen (18) years and am not a party to the within action. My
6 business address is 180 East Ocean Boulevard, Suite 200, Long Beach, California 90802.

7 On September 8, 2023, I served the foregoing document(s) described as

8 **STIPULATED PROTECTIVE ORDER**

9 on the interested parties in this action by placing

- 10 [] the original
11 [X] a true and correct copy

12 thereof by the following means, addressed as follows:

13 Kenneth G. Lake
14 Deputy Attorney General
15 Email: Kenneth.Lake@doj.ca.gov
16 Andrew Adams
17 Email: Andrew.Adams@doj.ca.gov
18 California Department of Justice
19 300 South Spring Street, Suite 1702
20 Los Angeles, CA 90013
21 *Attorney for Respondents-Defendants*

22 X (BY ELECTRONIC MAIL) As follows: I served a true and correct copy by electronic
23 transmission through One Legal. Said transmission was reported and completed without
24 error.

25 X (STATE) I declare under penalty of perjury under the laws of the State of California that
26 the foregoing is true and correct.

27 Executed on September 8, 2023, at Long Beach, California.

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Laura Palmerin