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16
17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 MATTHEW R. WALSH

20 Plaintiff,

21 vs.

22 ROKOKO ELECTRONICS, and
DOES 1 through 50, inclusive,

23 Defendant.
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Case No.: 2:25-cv-05340-ODW-RAO

[Assigned to Hon. Otis D. Wright, II,
Courtroom 5D; Hon. Rozella A. Oliver,
Courtroom 590]

**STIPULATED PROTECTIVE
ORDER**

State Court Action Filed: May 12, 2025
Removal Date: June 12, 2025
Trial Date: March 9, 2027

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1 1.

2 A. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles.

12
13 B. GOOD CAUSE STATEMENT

14 This action may involve Rokoko’s confidential and proprietary information,
15 including trade secrets, valuable research, development, commercial, and/or technical
16 information for which special protection from public disclosure and from use for any
17 purpose other this action is necessary and warranted. Such confidential and
18 proprietary materials and information consist of, among other things, confidential
19 business information, information regarding confidential business practices, or other
20 confidential research, development, or commercial information (including information
21 implicating privacy rights of third parties), information otherwise generally
22 unavailable to the public, or which may be privileged or otherwise protected from
23 disclosure under state or federal statutes, court rules, case decisions, or common law.
24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
25 disputes over confidentiality of discovery materials, to adequately protect information
26 the parties are entitled to keep confidential, to ensure that the parties are permitted
27 reasonable necessary uses of such material in preparation for and in the conduct of
28 trial, to address their handling at the end of the litigation, and serve the ends of justice,

1 a protective order for such information is justified in this matter. It is the intent of the
2 parties that information will not be designated as confidential for tactical reasons and
3 that nothing be so designated without a good faith belief that it has been maintained in
4 a confidential, non-public manner, and there is good cause why it should not be part of
5 the public record of this case.

6
7 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

8 The parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information under
10 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
11 standards that will be applied when a party seeks permission from the court to file
12 material under seal.

13 There is a strong presumption that the public has a right of access to judicial
14 proceedings and records in civil cases. In connection with non-dispositive motions,
15 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electrics, Inc.*,
18 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
19 cause showing), and a specific showing of good cause or compelling reasons with
20 proper evidentiary support and legal justification, must be made with respect to
21 Protected Material that a party seeks to file under seal. The parties' mere designation
22 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
23 submission of competent evidence by declaration, establishing that the material sought
24 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
25 constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial, then
27 compelling reasons, not only good cause, for the sealing must be shown, and the relief
28 sought shall be narrowly tailored to serve the specific interest to be protected. *See*

1 *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each
2 item or type of information, document, or thing sought to be filed or introduced under
3 seal in connection with a dispositive motion or trial, the party seeking protection must
4 articulate compelling reasons, supported by specific facts and legal justification, for
5 the requested sealing order. Again, competent evidence supporting the application to
6 file documents under seal must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in its
8 entirety will not be filed under seal if the confidential portions can be redacted. If
9 documents can be redacted, then a redacted version for public viewing, omitting only
10 the confidential, privileged, or otherwise protectable portions of the document shall be
11 filed. Any application that seeks to file documents under seal in their entirety should
12 include an explanation of why redaction is not feasible.

13
14 2. DEFINITIONS

15 2.1 Action: this pending federal lawsuit.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify
20 for protection under Federal Rule of Civil Procedure 26(c), and as
21 specified above in the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
23 support staff) or Plaintiff, appearing in pro per.

24
25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”
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- 1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible
4 things) that are produced or generated in disclosures or responses to
5 discovery in this matter.
- 6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party, the party
8 appearing pro se, or its counsel to serve as an expert witness or as a
9 consultant in this Action.
- 10 2.8 House Counsel: attorneys who are employees of a party to this Action or
11 are the party appearing pro se. House Counsel does not include Outside
12 Counsel of Record or any other outside counsel.
- 13 2.9 Non-Party: any natural person, partnership, corporation, association or
14 other legal entity not named as a Party to this action.
- 15 2.10 Outside Counsel of Record: attorneys who are not employees of a party
16 to this Action but are retained to represent or advise a party to this Action
17 and have appeared in this Action on behalf of that party or are affiliated
18 with a law firm that has appeared on behalf of that party, and includes
19 support staff.
- 20 2.11 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record
22 (and their support staffs).
- 23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.
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1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits
3 or demonstrations, and organizing, storing, or retrieving data in any form
4 or medium) and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”
7

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (3) any testimony, conversations, or presentations by Parties
15 or their Counsel that might reveal Protected Material.
16

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

19 4. DURATION

20 Once a case proceeds to trial, information that was designated as
21 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
22 as an exhibit at trial becomes public and will be presumptively available to all
23 members of the public, including the press, unless compelling reasons supported by
24 specific factual findings to proceed otherwise are made to the trial judge in advance of
25 the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing
26 for sealing documents produced in discovery from “compelling reasons” standard
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1 when merits-related documents are part of court record). Accordingly, the terms of
2 this protective order do not extend beyond the commencement of the trial.

3
4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for
7 protection under this Order must take care to limit any such designation
8 to specific material that qualifies under the appropriate standards. The
9 Designating Party must designate for protection only those parts of
10 material, documents, items or oral or written communications that qualify
11 so that other portions of the material, documents, items or
12 communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate or routinized designations are prohibited.

15 Designations that are shown to be clearly unjustified or that have been
16 made for an improper purpose (e.g., to unnecessarily encumber the case
17 development process or to impose unnecessary expenses and burdens on
18 other parties) may expose the Designating Party to sanctions.

19
20 If it comes to a Designating Party's attention that information or items
21 that it designated for protection do not qualify for protection, that
22 Designating Party must promptly notify all other Parties that it is
23 withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as
26 otherwise stipulated or ordered, Disclosure or Discovery Material that
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1 qualifies for protection under this Order must be clearly so designated
2 before the material is disclosed or produced.

3
4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (*e.g.*, paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial
7 or trial proceedings), that the Producing Party affix at a minimum,
8 the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL
9 legend”), to each page that contains protected material. If only a
10 portion of the material on a page qualifies for protection, the
11 Producing Party also must clearly identify the protected portion(s)
12 (*e.g.*, by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the
15 inspecting Party has indicated which documents it would like copied
16 and produced. During the inspection and before the designation, all
17 of the material made available for inspection shall be deemed
18 “CONFIDENTIAL.” After the inspecting Party has identified the
19 documents it wants copied and produced, the Producing Party must
20 determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified
22 documents, the Producing Party must affix the “CONFIDENTIAL
23 legend” to each page that contains Protected Material. If only a
24 portion of the material on a page qualifies for protection, the
25 Producing Party also must clearly identify the protected portion(s)
26 (*e.g.*, by making appropriate markings in the margins).

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(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 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.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived
3 or withdrawn the confidentiality designation, all parties shall continue to afford the
4 material in question the level of protection to which it is entitled under the Producing
5 Party’s designation until the Court rules on the challenge.

6
7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
9 disclosed or produced by another Party or by a Non-Party in connection
10 with this Action only for prosecuting, defending or attempting to settle
11 this Action. Such Protected Material may be disclosed only to the
12 categories of persons and under the conditions described in this Order.
13 When the Action has been terminated, a Receiving Party must comply
14 with the provisions of section 13 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at
16 a location and in a secure manner that ensures that access is limited to the
17 persons authorized under this Order.

18
19 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating
21 Party, a Receiving Party may disclose any information or item designated
22 “CONFIDENTIAL” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
24 well as employees of said Outside Counsel of Record to whom it is
25 reasonably necessary to disclose the information for this Action;
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(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

(a) If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(i) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(ii) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(iii) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

(b) If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of

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1 its confidential material and nothing in these provisions should be
2 construed as authorizing or encouraging a Receiving Party in this Action
3 to disobey a lawful directive from another court.

4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
8 information produced by Non-Parties in connection with this litigation is
9 protected by the remedies and relief provided by this Order. Nothing in
10 these provisions should be construed as prohibiting a Non-Party from
11 seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the
14 Party is subject to an agreement with the Non-Party not to produce the
15 Non-Party’s confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a
18 confidentiality agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s),
21 and a reasonably specific description of the information requested;
22 and
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24 (3) make the information requested available for inspection by the
25 Non-Party, if requested.
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(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the

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1 parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the
3 parties may incorporate their agreement in the stipulated protective order submitted to
4 the court.

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6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Local Civil Rule 79-5. Protected
16 Material may only be filed under seal pursuant to a court order
17 authorizing the sealing of the specific Protected Material at issue. If a
18 Party’s request to file Protected Material under seal is denied by the
19 court, then the Receiving Party may file the information in the public
20 record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving
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1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
3 (by category, where appropriate) all the Protected Material that was returned or
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,
5 abstracts, compilations, summaries or any other format reproducing or capturing any
6 of the Protected Material. Notwithstanding this provision, Counsel or the party
7 appearing pro se, are entitled to retain an archival copy of all pleadings, motion
8 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
9 deposition and trial exhibits, expert reports, attorney work product, and consultant and
10 expert work product, even if such materials contain Protected Material. Any such
11 archival copies that contain or constitute Protected Material remain subject to this
12 Protective Order as set forth in Section 4 (DURATION).

13 14. VIOLATION

14 Any violation of this Order may be punished by appropriate measures
15 including, without limitation, contempt proceedings and/or monetary sanctions.
16

17 IT IS SO STIPULATED.
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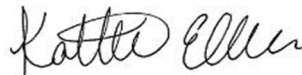
19 Dated: February 6, 2026



21 Matthew R. Walsh
22 Plaintiff *in pro per*

23 Dated: February 6, 2026

24 REED SMITH LLP



25 Katherine J. Ellena
26 Michael B. Galibois (*pro hac vice*)
27 Emily Graue (*pro hac vice*)
28 Attorneys for Defendant
Rokoko Electronics

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

HON. ROZELLA A. OLIVER
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [print or type full name], of
5 _____ [print or type full address],

6 declare under penalty of perjury that I have read in its entirety and understand the
7 Stipulated Protective Order that was issued by the United States District Court for the
8 Central District of California on [date] in the case of *Matthew R. Walsh v. Rokoko*
9 *Electronics*, Case No. 2:25-cv-05340-ODW-RAO. I agree to comply with and to be
10 bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and punishment
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name] of
19 _____ [print
20 or type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement of
22 this Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____

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