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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

CHRISTOPHER J. CORDOVA,

Plaintiff,

vs.

JONATHAN HUDON-HUNEAULT,  
NNEKA OHIRI, 14693663 CANADA  
INC.,

Defendants.

Case No. 25-cv-04685-VKD

**STIPULATED  
PROTECTIVE ORDER**

**HON. VIRGINIA K. DEMARCHI**

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does not  
7 confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited information  
9 or items that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will  
13 be applied when a party seeks permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it  
18 is generated, stored or maintained) or tangible things that qualify for protection under  
19 Federal Rule of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel  
21 (as well as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or items  
23 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
25 medium or manner in which it is generated, stored, or maintained (including, among other  
26 things, testimony, transcripts, and tangible things), that are produced or generated in  
27 disclosures or responses to discovery in this matter.

28 2.6 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
2 expert witness or as a consultant in this action.

3 2.7 House Counsel: attorneys who are employees of a party to this action. House  
4 Counsel does not include Outside Counsel of Record or any other outside counsel.

5 2.8 Non-Party: any natural person, partnership, corporation, association, or other  
6 legal entity not named as a Party to this action.

7 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
8 action but are retained to represent or advise a party to this action and have appeared in this  
9 action on behalf of that party or are affiliated with a law firm which has appeared on behalf  
10 of that party.

11 2.10 Party: any party to this action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
13 staffs).

14 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
15 Material in this action.

16 2.12 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
19 their employees and subcontractors.

20 2.13 Protected Material: any Disclosure or Discovery Material that is designated  
21 as “CONFIDENTIAL.”

22 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from  
23 a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected  
26 Material (as defined above), but also (1) any information copied or extracted from  
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
28 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel

1 that might reveal Protected Material. However, the protections conferred by this Stipulation  
2 and Order do not cover the following information: (a) any information that is in the public  
3 domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
4 after its disclosure to a Receiving Party as a result of publication not involving a violation  
5 of this Order, including becoming part of the public record through trial or otherwise; and  
6 (b) any information known to the Receiving Party prior to the disclosure or obtained by the  
7 Receiving Party after the disclosure from a source who obtained the information lawfully  
8 and under no obligation of confidentiality to the Designating Party. Any use of Protected  
9 Material at trial shall be governed by a separate agreement or order.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed  
12 by this Order shall remain in effect until a Designating Party agrees otherwise in writing  
13 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
14 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final  
15 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
16 trials, or reviews of this action, including the time limits for filing any motions or  
17 applications for extension of time pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
20 Party or Non-Party that designates information or items for protection under this Order  
21 must take care to limit any such designation to specific material that qualifies under the  
22 appropriate standards. The Designating Party must designate for protection only those parts  
23 of material, documents, items, or oral or written communications that qualify – so that other  
24 portions of the material, documents, items, or communications for which protection is not  
25 warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
27 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
28 to unnecessarily encumber or retard the case development process or to impose

1 unnecessary expenses and burdens on other parties) expose the Designating Party to  
2 sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
7 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) For information in documentary form (e.g., paper or electronic documents,  
12 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
13 Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected  
14 material. If only a portion or portions of the material on a page qualifies for protection, the  
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
16 appropriate markings in the margins).

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

28 (b) for testimony given in deposition or in other pretrial or trial proceedings,

1 that the Designating Party identify on the record, before the close of the deposition, hearing,  
2 or other proceeding, all protected testimony.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
10 to designate qualified information or items does not, standing alone, waive the Designating  
11 Party’s right to secure protection under this Order for such material. Upon timely correction  
12 of a designation, the Receiving Party must make reasonable efforts to assure that the  
13 material is treated in accordance with the provisions of this Order.

## 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
16 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s  
17 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
18 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party  
19 does not waive its right to challenge a confidentiality designation by electing not to mount  
20 a challenge promptly after the original designation is disclosed.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
22 process by providing written notice of each designation it is challenging and describing the  
23 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the  
24 written notice must recite that the challenge to confidentiality is being made in accordance  
25 with this specific paragraph of the Protective Order. The parties shall attempt to resolve  
26 each challenge in good faith and must begin the process by conferring directly (in voice to  
27 voice dialogue; other forms of communication are not sufficient) within 14 days of the date  
28 of service of notice. In conferring, the Challenging Party must explain the basis for its

1 belief that the confidentiality designation was not proper and must give the Designating  
2 Party an opportunity to review the designated material, to reconsider the circumstances,  
3 and, if no change in designation is offered, to explain the basis for the chosen designation.  
4 A Challenging Party may proceed to the next stage of the challenge process only if it has  
5 engaged in this meet and confer process first or establishes that the Designating Party is  
6 unwilling to participate in the meet and confer process in a timely manner.

7       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
8 intervention, they shall comply with the discovery dispute procedures set forth in Judge  
9 DeMarchi's Standing Order for Civil Cases. Failure by the Designating Party to seek court  
10 intervention within the period set out in the Standing Order for Civil Cases shall  
11 automatically waive the confidentiality designation for each challenged designation. In  
12 addition, the Challenging Party may seek relief with respect to a confidentiality designation  
13 at any time if there is good cause for doing so, including a challenge to the designation of  
14 a deposition transcript or any portions thereof. In any discovery letter brief brought  
15 pursuant to this provision, the parties shall attest that they have complied with the meet and  
16 confer requirements imposed by the preceding paragraph.

17       The burden of persuasion in any such challenge proceeding shall be on the  
18 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
19 harass or impose unnecessary expenses and burdens on other parties) may expose the  
20 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality  
21 designation by failing to seek court intervention as described above, all parties shall  
22 continue to afford the material in question the level of protection to which it is entitled  
23 under the Producing Party's designation until the court rules on the challenge.

## 24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this case only  
27 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material  
28 may be disclosed only to the categories of persons and under the conditions described in

1 this Order. When the litigation has been terminated, a Receiving Party must comply with  
2 the provisions of section 13 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
8 may disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this litigation and who have signed the “Acknowledgment and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
15 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, mock  
21 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this  
22 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
23 (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is  
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
27 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
28 Protected Material must be separately bound by the court reporter and may not be disclosed

1 to anyone except as permitted under this Stipulated Protective Order.

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

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
5 OTHER LITIGATION

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

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

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

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

17 If the Designating Party timely seeks a protective order, the Party served with the  
18 subpoena or court order shall not produce any information designated in this action as  
19 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
20 issued, unless the Party has obtained the Designating Party’s permission. The Designating  
21 Party shall bear the burden and expense of seeking protection in that court of its  
22 confidential material – and nothing in these provisions should be construed as authorizing  
23 or encouraging a Receiving Party in this action to disobey a lawful directive from another  
24 court.

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

27 (a) The terms of this Order are applicable to information produced by a Non-  
28 Party in this action and designated as “CONFIDENTIAL.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief  
2 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
3 Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is subject  
6 to an agreement with the Non-Party not to produce the Non-Party's confidential  
7 information, then the Party shall:

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

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the Non-  
15 Party.

16 (c) If the Non-Party fails to object or seek a protective order from this court  
17 within 14 days of receiving the notice and accompanying information, the Receiving Party  
18 may produce the Non-Party's confidential information responsive to the discovery request.  
19 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
20 information in its possession or control that is subject to the confidentiality agreement with  
21 the Non-Party before a determination by the court. Absent a court order to the contrary, the  
22 Non-Party shall bear the burden and expense of seeking protection in this court of its  
23 Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the  
28 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all

1 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
2 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
3 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
4 attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
8 produced material is subject to a claim of privilege or other protection, the obligations of  
9 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
10 This provision is not intended to modify whatever procedure may be established in an e-  
11 discovery order that provides for production without prior privilege review. Pursuant to  
12 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
13 effect of disclosure of a communication or information covered by the attorney-client  
14 privilege or work product protection, the parties may incorporate their agreement in the  
15 stipulated protective order submitted to the court.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
18 to seek its modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
20 Order no Party waives any right it otherwise would have to object to disclosing or  
21 producing any information or item on any ground not addressed in this Stipulated  
22 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating  
25 Party or a court order secured after appropriate notice to all interested persons, a Party may  
26 not file in the public record in this action any Protected Material. A Party that seeks to file  
27 under seal any Protected Material must comply with Civil Local Rule 79-5. Protected  
28 Material may only be filed under seal pursuant to a court order authorizing the sealing of

1 the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order  
2 will issue only upon a request establishing that the Protected Material at issue is privileged,  
3 protectable as a trade secret, or otherwise entitled to protection under the law. If a  
4 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule  
5 79-5 is denied by the court, then the effect of the Court's ruling on the motion is as set forth  
6 in Civil Local Rule 79-5(g).

7 13. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in paragraph 4,  
9 each Receiving Party must return all Protected Material to the Producing Party or destroy  
10 such material. As used in this subdivision, "all Protected Material" includes all copies,  
11 abstracts, compilations, summaries, and any other format reproducing or capturing any of  
12 the Protected Material. Whether the Protected Material is returned or destroyed, the  
13 Receiving Party must submit a written certification to the Producing Party (and, if not the  
14 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
15 (by category, where appropriate) all the Protected Material that was returned or destroyed  
16 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
17 compilations, summaries or any other format reproducing or capturing any of the Protected  
18 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
19 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
20 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
21 consultant and expert work product, even if such materials contain Protected Material. Any  
22 such archival copies that contain or constitute Protected Material remain subject to this  
23 Protective Order as set forth in Section 4 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: January 30, 2026

3 s/ Randall S. Newman  
4 Randall S. Newman, Esq. (190547)  
5 99 Wall Street, Suite 3727  
6 New York, NY 10005  
7 (212) 797-3735  
8 rsn@randallnewman.net

9 *Attorney for Plaintiff,*  
10 *Christopher J. Cordova*

11 Dated: January 30, 2026

12 s/ Steven C. Vondran  
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16 (877) 276-5084  
17 steve@vondranlegal.com

18 *Attorney for Defendants,*  
19 *Jonathan Hudon-Huneault, Nneka Ohiri and*  
20 *14693663 CANADA INC.*

**Filer's Attestation**

I, Randall S. Newman, attest that I received concurrence from the signatories in the filing of this document.

s/ Randall S. Newman  
Randall S. Newman, Esq.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated:

VIRGINIA K. DEMARCHI,  
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1  
2  
3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued by  
6 the United States District Court for the Northern District of California on [date] in the case  
7 of *Christopher J. Cordova v. Jonathan Hudon-Huneault, et al*, (Case No. 5:25-cv-04685-  
8 VKD). I agree to comply with and to be bound by all the terms of this Stipulated Protective  
9 Order and I understand and acknowledge that failure to so comply could expose me to  
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Northern District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 action.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone  
19 number] as my California agent for service of process in connection with this action or any  
20 proceedings related to enforcement of this Stipulated Protective Order.

21  
22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_