

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

CHRISTOPHER J. CORDOVA,

Plaintiff,

vs.

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

Defendants.

Case No. 25-cv-04685-VKD

**STIPULATED
PROTECTIVE ORDER**

HON. VIRGINIA K. DEMARCHI

Re: Dkt. No. 67
(MODIFIED BY THE COURT)

1. PURPOSES AND LIMITATIONS

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

Designation in conformity with this Order requires:

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

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

(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~~ ^{parties} 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- ^{and the Standing Order for Civil}
^{Cases.}

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

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

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

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

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

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

(c) If the Non-Party fails to object or 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

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

s/ Randall S. Newman

Randall S. Newman, Esq. (190547)

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Attorney for Plaintiff,

Christopher J. Cordova

9 Dated: January 30, 2026

s/ Steven C. Vondran

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Attorney for Defendants,

*Jonathan Hudon-Huneault, Nneka Ohiri and
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.

AS MODIFIED BY THE COURT,

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: February 2, 2026

Virginia K. DeMarchi
VIRGINIA K. DEMARCHI,
UNITED STATES MAGISTRATE JUDGE

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____