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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

GREGORY ARNOLD, an individual,
Plaintiff,
v.
CORECIVIC OF TENNESSEE, LLC;
and DOES 1 through 25, Inclusive,
Defendants.

Case No. 3:20-cv-00809-L-DEB
**ORDER GRANTING JOINT
MOTION AND ENTERING
STIPULATED PROTECTIVE
ORDER**
DKT. NO.

With good cause appearing, the Court adopts and enters the parties’ stipulated protective order terms as follows:

In order to facilitate the exchange of information and documents, which may be confidential for competitive reasons and/or privacy protected under federal and/or state laws, and privacy rights, the parties have agreed to be bound by the terms of this Stipulated Protective Order (“Order”).

The materials to be exchanged throughout the course of the litigation between the parties may contain information protected from disclosure by the right to privacy set forth in Article I, Section 1 of the California Constitution and trade secret or other confidential research, technical, cost, price, marketing or other commercial information, as is contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The

1 purpose of this Order is to protect the confidentiality of such materials as much as
2 practical during the litigation.

3 THEREFORE, the Parties stipulate and agree as follows:

4 DEFINITIONS

5 1. The term “confidential information” will mean and include information
6 contained or disclosed in any materials, including documents, portions of documents,
7 answers to interrogatories, responses to requests for admissions, trial testimony,
8 deposition testimony, and transcripts of trial testimony and depositions, including
9 data, summaries, and compilations derived therefrom that is deemed to be
10 confidential information by any party to which it belongs.

11 2. The term “materials” will include, but is not be limited to: documents;
12 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or
13 other material that identify customers or potential customers; price lists or schedules
14 or other matter identifying pricing; minutes; telegrams; letters; statements; cancelled
15 checks; contracts; invoices; drafts; books of account; worksheets; notes of
16 conversations; desk diaries; appointment books; expense accounts; recordings;
17 photographs; motion pictures; compilations from which information can be obtained
18 and translated into reasonably usable form through detection devices; sketches;
19 drawings; notes (including laboratory notebooks and records); reports; instructions;
20 disclosures; other writings; models and prototypes and other physical objects;
21 medical records; and employee personnel records.

22 3. The term “counsel” will mean outside counsel of record, and other
23 attorneys, paralegals, secretaries, and other support staff employed in the law firms
24 identified below: Gleason & Favarote, LLP and Gruenberg Law.

25 GENERAL RULES

26 4. Each party to this litigation that produces or discloses any materials,
27 answers to interrogatories, responses to requests for admission, trial testimony,
28 deposition testimony, and transcripts of trial testimony and depositions, or

1 information that the producing party believes should be subject to this Protective
2 Order may designate the same as “CONFIDENTIAL.”

- 3 a. Designation as “CONFIDENTIAL”: Any party or non-party
4 subject to this Order may only designate documents or other
5 information in this action as “CONFIDENTIAL” if the
6 designating party or non-party has an articulable, good faith basis
7 to believe that each document or other information designated as
8 “CONFIDENTIAL” qualifies for protection under Federal Rule
9 of Civil Procedure 26(c).

10 5. Whenever a deposition taken on behalf of any party involves a
11 disclosure of confidential information of any party:

- 12 a. the deposition or portions of the deposition must be designated as
13 containing confidential information subject to the provisions of
14 this Order; such designation must be made on the record
15 whenever possible, but a party may designate portions of
16 depositions as containing confidential information after
17 transcription of the proceedings;
- 18 b. a party will have until fourteen (14) days after receipt of the
19 deposition transcript to inform the other party or parties to the
20 action of the portions of the transcript to be designated
21 “CONFIDENTIAL.”
- 22 c. the disclosing party will have the right to exclude from
23 attendance at the deposition, during such time as the confidential
24 information is to be disclosed, any person other than the
25 deponent, parties, counsel (including their staff and associates),
26 the court reporter, and the person(s) agreed upon pursuant to
27 paragraph 7 below; and
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1 d. the originals of the deposition transcripts and all copies of the
2 deposition must bear the legend “CONFIDENTIAL” and the
3 original or any copy ultimately presented to a court for filing
4 must not be filed unless it can be accomplished under seal,
5 identified as being subject to this Order, and protected from being
6 opened except by order of this Court.

7 6. All confidential information designated as “CONFIDENTIAL” must
8 not be disclosed by the receiving party to anyone other than those persons designated
9 within this order and must be handled in the manner set forth below and, in any
10 event, must not be used for any purpose other than in connection with this litigation,
11 unless and until such designation is removed either by agreement of the parties, or by
12 order of the Court.

13 7. Information designated “confidential” shall be permitted only to the
14 following:

- 15 a) The Court;
- 16 b) Counsel identified in paragraph 3, including their affiliated
17 attorneys, paralegals, secretarial and clerical staff
- 18 c) Executives who are required to participate in policy decisions
19 with reference to this action;
- 20 d) Technical personnel of the parties with whom Counsel for the
21 parties find it necessary to consult, in the discretion of such
22 counsel, in preparation for trial of this action;
- 23 e) Stenographic and clerical employees associated with the
24 individuals identified above;
- 25 f) Any deposition, trial or hearing witness who previously had
26 access to the “confidential” information, or who is currently or
27 was previously an officer, director, partner, member, employee or
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1 agent of an entity that has had access to the “confidential”
2 information;

3 g) Mock jury participants, provided, however, that prior to the
4 disclosure of “confidential” information to any such mock jury
5 participant, counsel for the Party making the disclosure shall
6 deliver a copy of this Protective Order to such person, shall
7 explain that such person is bound to follow the terms of such
8 Order, and shall secure the signature of such person on a
9 statement in the form attached hereto as Exhibit A;

10 h) Outside experts or expert consultants consulted by the
11 undersigned Parties or their counsel in connection with this
12 matter, whether or not retained to testify at any oral hearing;
13 provided, however, that prior to the disclosure of “confidential”
14 information to any such expert or expert consultant, counsel for
15 the Party making the disclosure shall deliver a copy of this
16 Protective Order to such person, shall explain its terms to such
17 person, and shall secure the signature of such person on a
18 statement in the form attached hereto as Exhibit A;

19 i) Plaintiff and representatives of Defendant; and

20 j) Any other person that the Designating Party agrees to in writing.

21 8. With respect to material designated “CONFIDENTIAL” any person
22 indicated on the face of the document to be its originator, author or a recipient of a
23 copy of the document, may be shown the same.

24 9. All information which has been designated as “CONFIDENTIAL” by
25 the producing or disclosing party, and any and all reproductions of that information,
26 must be retained in the custody of the counsel for the receiving party identified in
27 paragraph 3, except that independent experts authorized to view such information
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1 under the terms of this Order may retain custody of copies such as are necessary for
2 their participation in this litigation.

3 10. Before any materials produced in discovery, answers to interrogatories,
4 responses to requests for admissions, deposition transcripts, or other documents
5 which are designated as confidential information are filed with the Court for any
6 purpose, the party seeking to file such material must seek permission of the Court to
7 file the material under seal.

8 11. No party may file any document under seal, except pursuant to a court
9 order that authorizes the filing of the document, or portion of the document, under
10 seal. A sealing order will issue only upon a showing that the information is
11 privileged or protectable under the law. The party seeking to file under seal must
12 limit its sealing request to the specific portion of the document that contains the
13 confidential or privileged material.

14 12. An application to file a document under seal shall be served on
15 opposing counsel, and on the person or entity that has custody and control of the
16 document, if different from opposing counsel. If the application to file under seal a
17 document designated as confidential is being made by the non-designating party,
18 then, upon request, the designating party must promptly provide the applicant with a
19 legal basis for the confidential designation to include within the application. If
20 opposing counsel, or the person or entity that has custody and control of the
21 document, wishes to oppose the application, he/she must contact the chamber of the
22 judge who will rule on the application, to notify the judges staff that an opposition to
23 the application will be filed. The parties shall follow and abide by applicable law,
24 including Civil Local Rule 79.2, Section 2.j of the Electronic Case Filing
25 Administrative Policies and Procedures, and the chambers rules, with respect to
26 filing documents under seal. An unredacted version of the document must be lodged
27 with the motion to seal. A redacted version of the document must be publicly e-filed
28 contemporaneously with the motion or *ex parte* application to file under seal.

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2 13. At any stage of these proceedings, any party may object to a designation
3 of the materials as confidential information. The objecting party must notify the
4 designating party, in writing, of the materials objected to and the ground(s) for the
5 objection. Therefore, lead counsel (or attorneys with full authority to make decisions
6 and bind the client without later seeking approval from a servicing attorney) must
7 promptly meet and confer, pursuant to Local Rule 26.1.a. If the dispute is not
8 resolved within seven (7) days of receipt of the objections, and after counsel have
9 thoroughly and completely met and conferred, the parties must place a joint call to
10 the assigned magistrate judge's chambers to explain the dispute and the parties'
11 respective positions. The materials at issue must be treated as confidential
12 information until the Court has ruled on the objection or the matter has been
13 otherwise resolved.

14 14. All confidential information must be held in confidence by those
15 inspecting or receiving it, and must be used only for purposes of this action. Counsel
16 for each party, and each person receiving confidential information must take
17 reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
18 information. If confidential information is disclosed to any person other than a
19 person authorized by this Order, the party responsible for the unauthorized disclosure
20 must immediately bring all pertinent facts relating to the unauthorized disclosure to
21 the attention of the other parties and, without prejudice to any rights and remedies of
22 the other parties, make every effort to prevent further disclosure by the party and by
23 the person(s) receiving the unauthorized disclosure.

24 15. No party will be responsible to another party for disclosure of
25 confidential information under this Order if the information in question is not labeled
26 or otherwise identified as such in accordance with this Order.

27 16. If a party, through inadvertence, produces any confidential information
28 without labeling or marking or otherwise designating it as such in accordance with

1 this Order, the designating party may give written notice to the receiving party that
2 the document or thing produced is deemed confidential information, and that the
3 document or thing produced should be treated as such in accordance with that
4 designation under this Order. The receiving party must treat the materials as
5 confidential, once the designating party so notifies the receiving party. If the
6 receiving party has disclosed the materials before receiving the designation, the
7 receiving party must notify the designating party in writing of each such disclosure.
8 Counsel for the parties will agree on a mutually acceptable manner of labeling or
9 marking the inadvertently produced materials as “CONFIDENTIAL”.

10 17. Nothing within this order will prejudice the right of any party to object
11 to the production of any discovery material on the grounds that the material is
12 protected as privileged or as attorney work product.

13 18. Nothing in this Order will bar counsel from rendering advice to their
14 clients with respect to this litigation and, in the course thereof, relying upon any
15 information designated as confidential information, provided that the contents of the
16 information must not be disclosed.

17 19. This Order will be without prejudice to the right of any party to oppose
18 production of any information for lack of relevance or any other ground other than
19 the mere presence of confidential information. The existence of this Order must not
20 be used by either party as a basis for discovery that is otherwise improper under the
21 Federal Rules of Civil Procedure.

22 20. Nothing within this order will be construed to prevent disclosure of
23 confidential information if such disclosure is required by law or by order of the
24 Court.

25 21. Upon final termination of this action, including any and all appeals,
26 counsel for each party must, upon request of the producing party, return all
27 confidential information to the party that produced the information, including any
28 copies, excerpts, and summaries of that information, or must destroy same at the

1 option of the receiving party, and must purge all such information from all machine-
2 readable media on which it resides. Notwithstanding the foregoing, counsel for each
3 party may retain all pleadings, briefs, memoranda, motions, and other documents
4 filed with the Court that refer to or incorporate confidential information, and will
5 continue to be bound by this Order with respect to all such retained information.
6 Further, attorney work product materials that contain confidential information need
7 not be destroyed, but, if they are not destroyed, the person in possession of the
8 attorney work product will continue to be bound by this Order with respect to all
9 such retained information.

10 22. Absent an *ex parte* motion made within 10 calendar days of the
11 termination of this action, the court will destroy any confidential documents in its
12 possession.

13 23. The restrictions and obligations set forth within this order will not apply
14 to any information that: (a) the parties agree should not be designated confidential
15 information; (b) the parties agree, or the Court rules, is already public knowledge; (c)
16 the parties agree, or the Court rules, has become public knowledge other than as a
17 result of disclosure by the receiving party, its employees, or its agents in violation of
18 this Order; or (d) has come or will come into the receiving party's legitimate
19 knowledge independently of the production by the designating party. Prior
20 knowledge must be established by pre-production documentation.

21 24. The restrictions and obligations within this order will not be deemed to
22 prohibit discussions of any confidential information with anyone if that person
23 already has or obtains legitimate possession of that information.

24 25. Transmission by email or some other currently utilized method of
25 transmission is acceptable for all notification purposes within this Order.

26 26. This Order may be modified by agreement of the parties, subject to
27 approval by the Court.

1 27. The Court may modify the protective order in the interest of justice or
2 for public policy reasons. . The parties prefer that the Court provide them with notice
3 of the Court's intent to modify the Order and the content of those modifications, prior
4 to entry of such an order.

5 28. Without a separate court order, this Order and the party stipulation do
6 not change, amend, or circumvent any court rule or local rule.

7 Dated: April 19, 2021

GLEASON & FAVAROTE, LLP
PAUL M. GLEASON
TOREY JOSEPH FAVAROTE

9 By: /s/ Paul M. Gleason¹
Paul M. Gleason

10
11 Attorneys for Defendant
CORECIVIC, OF TENNESSEE, LLC

12 Dated: April 19, 2021

GRUENBERG LAW
JOSH D. GRUENBERG
COLETTE N. MAHON

14 By: /s/ Colette N. Mahon
Colette N. Mahon

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16 Attorneys for Plaintiff GREGORY
ARNOLD

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19 IT IS SO ORDERED this 21st day of April, 2021

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22 Honorable Daniel E. Butcher
23 United States Magistrate Judge

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27 _____
28 ¹ All other signatories listed, and on whose behalf the filing is submitted,
concur in the filing's content and have authorized the filing.

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EXHIBIT A

1 **EXHIBIT A**

2 **CERTIFICATE RE CONFIDENTIAL DISCOVERY MATERIALS**

3 I hereby acknowledge that I, _____ [NAME],
4 _____ [POSITION AND EMPLOYER], am about to
5 receive Confidential information supplied in connection with the proceeding entitled Gregory
6 Arnold v. CoreCivic of Tennessee LLC, United States District Court – Southern District Case No.
7 3:20-cv-00809-L-DEB. I certify that I understand that the Confidential information is provided to
8 me subject to the terms and restrictions of the Stipulated Protective Order entered in this
9 Proceeding. I have been given a copy of the Stipulated Protective Order; I have read it, and I agree
10 to be bound by its terms.

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

17 I further understand that I am to retain all copies of all Confidential information provided
18 to me in the proceeding in a secure manner, and that all copies of such Information is to remain in
19 my personal custody until termination of my participation in this proceeding, whereupon the copies
20 of such Information will be returned to counsel who provided me with such Information.

21 I declare under penalty of perjury, under the laws of the United States of America, that the
22 foregoing is true and correct. Executed this ___ day of _____, 20___, at _____.

23 DATED: _____ BY: _____

24 Signature

25 Title

26 Address

27 City, State, Zip

28 Telephone Number