

ORDER

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2
3 IT IS HEREBY STIPULATED by and between Plaintiff Jnecia Monique
4 McClenton ("Plaintiff") and Defendant AllianceOne Incorporated
5 ("Defendant")(collectively, the "Parties"), by and through their respective counsel of
6 record, that in order to facilitate the exchange of information and documents which may
7 be subject to confidentiality limitations on disclosure due to federal laws, state laws,
8 and privacy rights, the Parties respectfully request the Court enter an Order for the
9 Parties to obey the provisions of the following Stipulated Protective Order:

10 The Court recognizes that at least some of the documents and information
11 ("materials") being sought through discovery in the above-captioned action constitutes
12 (1) information pertaining to individuals, the disclosure of which would constitute an
13 unwarranted invasion of the affected individuals' constitutional, statutory and/or
14 common law rights to personal privacy and confidentiality, or (2) confidential, trade
15 secret, proprietary, financial, or commercially-sensitive information that, for
16 competitive reasons, normally kept confidential by the parties, and the disclosure of
17 which would constitute an invasion of the constitutionally-protected right to privacy or
18 could result in substantial competitive injury or breach of an obligation to another to
19 maintain such information as confidential. The parties have agreed to be bound by the
20 terms of this Protective Order ("Order") in this action.

21 The materials to be exchanged throughout the course of the litigation between the
22 parties may also contain trade secret or other confidential research, technical, cost,
23 price, marketing or other commercial information, as is contemplated by Federal Rule
24 of Civil Procedure 26(c)(1)(G). The purpose of this Order is to protect the
25 confidentiality of such materials as much as practical during the litigation.
26 THEREFORE:

1 DEFINITIONS

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

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

18 3. The term "counsel" will mean outside counsel of record, and other
19 attorneys, paralegals, secretaries, and other support staff employed in the law firms
20 identified below:

21 **AKERMAN LLP**
22 MISHELL PARRENO TAYLOR (SBN 246850)
23 mishell.taylor@akerman.com
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Attorneys for Defendant
ALLIANCEONE INCORPORATED

1 **AEGIS LAW FIRM, PC**

2 SAMUEL A. WONG, State Bar No. 217104

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7 9811 Irvine Center Drive, Suite 100

8 Irvine, California 92618

9 Telephone: (949) 379-6250

10 Facsimile: (949) 379-6251

11 Attorneys for Plaintiff Jneica Monique Mcclenton,
12 individually and on behalf of all others similarly situated

13 "Counsel" also includes in-house attorneys for Defendant.

14 GENERAL RULES

15 4. Each party to this litigation that produces or discloses any materials,
16 answers to interrogatories, responses to requests for admission, trial testimony,
17 deposition testimony, and transcripts of trial testimony and depositions, or information
18 that the producing party believes should be subject to this Protective Order may
19 designate the same as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
20 ONLY."

21 a. Designation as "CONFIDENTIAL": Any party may designate information
22 as "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
23 unrestricted disclosure of such information could be potentially prejudicial to the
24 business or operations of such party.

25 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party
26 may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in
27 the good faith belief of such party and its counsel, the information is among that
28 considered to be most sensitive by the party, including but not limited to trade secret or
other confidential research, development, financial or other commercial information.

5. In the event the producing party elects to produce materials for inspection,
no marking need be made by the producing party in advance of the initial inspection.

1 For purposes of the initial inspection, all materials produced will be considered as
2 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to
3 the terms of this Order. Thereafter, upon selection of specified materials for copying by
4 the inspecting party, the producing party must, within a reasonable time prior to
5 producing those materials to the inspecting party, mark the copies of those materials
6 that contain confidential information with the appropriate confidentiality marking.

7 6. Whenever a deposition taken on behalf of any party involves a disclosure
8 of confidential information of any party:

- 9 a. the deposition or portions of the deposition must be designated as
10 containing confidential information subject to the provisions of this
11 Order; such designation must be made on the record whenever
12 possible, but a party may designate portions of depositions as
13 containing confidential information after transcription of the
14 proceedings; [A] party will have until fourteen (14) days after
15 receipt of the deposition transcript to inform the other party or
16 parties to the action of the portions of the transcript to be designated
17 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
18 ONLY."
- 19 b. the disclosing party will have the right to exclude from attendance
20 at the deposition, during such time as the confidential information is
21 to be disclosed, any person other than the deponent, counsel
22 (including their staff and associates), the court reporter, and the
23 person(s) agreed upon pursuant to paragraph 8 below; and
- 24 c. the originals of the deposition transcripts and all copies of the
25 deposition must bear the legend "CONFIDENTIAL" or
26 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and
27 the original or any copy ultimately presented to a court for filing
28 must not be filed unless it can be accomplished under seal, identified

1 as being subject to this Order, and protected from being opened
2 except by order of this Court.

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

9 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY"
10 must be viewed only by counsel (as defined in paragraph 3) of the receiving party, and
11 by independent experts under the conditions set forth in this Paragraph. The right of any
12 independent expert to receive any confidential information will be subject to the
13 advance approval of such expert by the producing party or by permission of the Court.
14 The party seeking approval of an independent expert must provide the producing party
15 with the name and curriculum vitae of the proposed independent expert, and an executed
16 copy of the form attached hereto as Exhibit A, in advance of providing any confidential
17 information of the producing party to the expert. Any objection by the producing party
18 to an independent expert receiving confidential information must be made in writing
19 within fourteen (14) days following receipt of the identification of the proposed expert.
20 Confidential information may be disclosed to an independent expert if the fourteen (14)
21 day period has passed and no objection has been made. The approval of independent
22 experts must not be unreasonably withheld.

23 9. Information designated "confidential" must be viewed only by counsel (as
24 defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
25 terms of paragraph 8), by court personnel, and by the additional individuals listed
26 below, provided each such individual has read this Order in advance of disclosure and
27 has agreed in writing to be bound by its terms:

28 a) Executives who are required to participate in policy decisions with

1 reference to this action;

2 b) Technical personnel of the parties with whom Counsel for the
3 parties find it necessary to consult, in the discretion of such counsel,
4 in preparation for trial of this action; and

5 c) Stenographic and clerical employees associated with the individuals
6 identified above.

7 10. With respect to material designated "CONFIDENTIAL" or
8 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the
9 document to be its originator, author or a recipient of a copy of the document, may be
10 shown the same.

11 11. All information which has been designated as "CONFIDENTIAL" or
12 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and
13 any and all reproductions of that information, must be retained in the custody of the
14 counsel for the receiving party identified in paragraph 3, except that independent experts
15 authorized to view such information under the terms of this Order may retain custody
16 of copies such as are necessary for their participation in this litigation.

17 12. Before any materials produced in discovery, answers to interrogatories,
18 responses to requests for admissions, deposition transcripts, or other documents which
19 are designated as confidential information are filed with the Court for any purpose, the
20 party seeking to file such material must seek permission of the Court to file the material
21 under seal.

22 13. At any stage of these proceedings, any party may object to a designation
23 of the materials as confidential information. The party objecting to confidentiality must
24 notify, in writing, counsel for the designating party of the objected-to materials and the
25 grounds for the objection. If the dispute is not resolved consensually between the parties
26 within seven (7) days of receipt of such a notice of objections, the objecting party may
27 move the Court for a ruling on the objection. The materials at issue must be treated as
28 confidential information, as designated by the designating party, until the Court has

1 ruled on the objection or the matter has been otherwise resolved.

2 14. All confidential information must be held in confidence by those
3 inspecting or receiving it, and must be used only for purposes of this action. Counsel
4 for each party, and each person receiving confidential information must take reasonable
5 precautions to prevent the unauthorized or inadvertent disclosure of such information.
6 If confidential information is disclosed to any person other than a person authorized by
7 this Order, the party responsible for the unauthorized disclosure must immediately bring
8 all pertinent facts relating to the unauthorized disclosure to the attention of the other
9 parties and, without prejudice to any rights and remedies of the other parties, make
10 every effort to prevent further disclosure by the party and by the person(s) receiving the
11 unauthorized disclosure.

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

15 16. If a party, through inadvertence, produces any confidential information
16 without labeling or marking or otherwise designating it as such in accordance with this
17 Order, the designating party may give written notice to the receiving party that the
18 document or thing produced is deemed confidential information, and that the document
19 or thing produced should be treated as such in accordance with that designation under
20 this Order. The receiving party must treat the materials as confidential, once the
21 designating party so notifies the receiving party. If the receiving party has disclosed the
22 materials before receiving the designation, the receiving party must notify the
23 designating party in writing of each such disclosure. Counsel for the parties will agree
24 on a mutually acceptable manner of labeling or marking the inadvertently produced
25 materials as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY" -
26 SUBJECT TO PROTECTIVE ORDER.

27 17. Nothing within this order will prejudice the right of any party to object to
28 the production of any discovery material on the grounds that the material is protected

1 as privileged or as attorney work product.

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

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

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

13 21. Filing Under Seal. Before any materials produced in discovery, answers to
14 interrogatories, responses to requests for admissions, deposition transcripts, or other
15 documents which are designated as Confidential Information are filed with the Court
16 for any purpose, the party seeking to file such material must seek permission of the
17 Court to file the material under seal. No document may be filed under seal, i.e., closed
18 to inspection by the public except pursuant to a Court order that authorizes the sealing
19 of the particular document, or portions of it. A sealing order may issue only upon a
20 showing that the information is privileged or protectable under the law. The request
21 must be narrowly tailored to seek sealing only of the confidential or privileged material.
22 To file a document under seal, the parties must comply with the procedures explained
23 in Section 2.j of the Electronic Case Filing Administrative Policies and Procedures
24 Manual for the United States District Court for the Southern District of California and
25 Civil Local Rule 79.2. In addition, in accordance with Judge Major's preferences, a
26 party must file a 'public' version of any document that it seeks to file under seal. In the
27 public version, the party may redact only that information that is deemed 'Confidential.'
28 The party should file the redacted document(s) simultaneously with a joint motion or

1 ex parte application requesting that the confidential portions of the document(s) be filed
2 under seal and setting forth good cause for the request."

3 22. Upon final termination of this action, including any and all appeals,
4 counsel for each party must, upon request of the producing party, return all confidential
5 information to the party that produced the information, including any copies, excerpts,
6 and summaries of that information, or must destroy same at the option of the receiving
7 party, and must purge all such information from all machine-readable media on which
8 it resides. Notwithstanding the foregoing, counsel for each party may retain all
9 pleadings, briefs, memoranda, motions, and other documents filed with the Court that
10 refer to or incorporate confidential information, and will continue to be bound by this
11 Order with respect to all such retained information. Further, attorney work product
12 materials that contain confidential information need not be destroyed, but, if they are
13 not destroyed, the person in possession of the attorney work product will continue to be
14 bound by this Order with respect to all such retained information.

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

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

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

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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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
6 by the United States District Court for the Southern District of California on _____
7 [date] in the case of *Jnecia Monique McClenton v. AllianceOne Incorporated*, Case No.
8 3:22-cv-01180-MMA-BLM. I agree to comply with and to be bound by all the terms of
9 this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

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

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

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____

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