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NOTE: CHANGES MADE BY THE COURT

6 Attorney for Defendant

7 COMPUTER SCIENCES CORPORATION

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN DIVISION

11 YUANIS HEATHINGTON,

12 Plaintiff,

13 vs.

14 COMPUTER SCIENCES
15 CORPORATION, a Nevada
16 corporation; DOES 1 through 10,
Inclusive,

17 Defendants.

Case No.: CV 08-8435 GAF(PLAx)

Assigned to the Hon. Gary A. Feess

STIPULATED PROTECTIVE ORDER

Complaint Filed: December 19, 2008

19 **I. PURPOSES AND LIMITATIONS**

20 Disclosure and discovery activity in this action are likely to involve
21 production of confidential, proprietary, or commercial information for which
22 special protection from public disclosure and from use for any purpose other than
23 prosecuting this litigation would be warranted. Fed. R. Civ. P. 26(c)(1)(G).
24 Accordingly, the parties hereby stipulate to and petition the Court to enter the
25 following Stipulated Protective Order (“Order”). The parties acknowledge that
26 this Order does not confer blanket protections on all disclosures or responses to
27 discovery and that the protection it affords extends only to the limited information
28 or items that are entitled under the applicable legal principles to treatment as

1 confidential.

2 **II. GOOD CAUSE STATEMENT**

3 The nature of the information sought in this action requires special
4 protection from public disclosure because Defendant contends the information for
5 which it seeks protection is confidential and includes proprietary and/or private
6 commercial information. Fed. R. Civ. P. 26(c)(1)(G); Cal. Civ. Code § 3426.1.
7 Generally speaking, such evidence includes Defendant's documents relating to
8 processes, operations, type or work, production, sales, purchases, inventories,
9 amount or source of any income, profits, expenditures of corporation and other
10 organizations, pricing information, sensitive financial documents and
11 spreadsheets, product pricing, costs of services, customer contact information,
12 management and strategic business plans, and strategies, and personnel
13 information. Defendant contends this information is not known to the public and
14 the disclosure of the foregoing information may have the effect of causing harm
15 to the competitive position of Defendant. Defendant further contends that this
16 information is not readily ascertainable in any type of trade or public directory or
17 any other source. Thereby, in this case, Defendant contends that there exists an
18 interest that overcomes the right of public access to the documents, in that
19 valuable confidential, proprietary, and private information exists that are not
20 public and there is no public right to be vindicated. By sealing the documents for
21 which special protection may be sought pursuant to this stipulation and any order
22 issuing thereon, the proprietary rights of Defendant would be protected. Sealing
23 only those documents identified herein is sufficiently tailored to protect
24 Defendant's confidential, proprietary and/or private commercial information.

25 **III. DEFINITIONS**

26 3.1 Party: any party to this action, including all of its officers, directors,
27 employees, consultants, retained experts, and outside counsel (and their support
28 staff).

1 3.2 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner generated, stored, or maintained (including,
3 among other things, testimony, transcripts, or tangible things) that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 3.3 “Confidential” Information or Items: information (regardless of how
6 generated, stored, or maintained) or tangible things that qualify for protection
7 from disclosure under standards developed under Federal law. Documents that
8 are or will be designated “**Confidential**” include:

9 a) Service Contract(s) by and between COMPUTER
10 SCIENCES CORPORATION and Jet Propulsion Laboratory;

11 (b) Contract Modifications by and between COMPUTER
12 SCIENCES CORPORATION and Jet Propulsion Laboratory;
13 and

14 (c) Supplemental Agreements by and between COMPUTER
15 SCIENCES CORPORATION and Jet Propulsion Laboratory.

16 3.4 Receiving Party: a Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18 3.5 Producing Party: a Party or non-party that produces Disclosure or
19 Discovery Material in this action.

20 3.6 Designating Party: a Party or non-party that designates information
21 or items that it produces in disclosures or in responses to discovery as
22 “Confidential.”

23 3.7 Protected Material: any Disclosure or Discovery Material that is
24 designated as “Confidential.”

25 3.8 Outside Counsel: attorneys who are not employees of a Party but
26 who are retained to represent or advise a Party in this action.

27 3.9 House Counsel: attorneys who are employees of a Party.

28 3.10 Counsel (without qualifier): Outside Counsel and House Counsel (as

1 well as their support staffs).

2 3.11 Expert: a person with specialized knowledge or experience in a
3 matter pertinent to the litigation who has been retained by a Party or its counsel to
4 serve as an expert witness or as a consultant in this action and who is not a past or
5 current employee of a Party or a competitor of a Party's. This definition includes
6 a professional jury or trial consultant retained in connection with this litigation.

7 3.12 Professional Vendors: persons or entities that provide litigation
8 support services (e.g., photocopying; videotaping; translating; preparing exhibits
9 or demonstrations; organizing, storing, retrieving data in any form or medium;
10 etc.) and their employees and subcontractors.

11 **IV. SCOPE**

12 The protections conferred by this Order cover not only Protected Material
13 (as defined above), but also any information copied or extracted therefrom, as
14 well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
15 conversations, or presentations by parties or counsel to or in court or in other
16 settings that might reveal Protected Material.

17 **V. DURATION**

18 The confidentiality obligations imposed by this Order shall remain in effect
19 until the commencement of trial.

20 **VI. DESIGNATING PROTECTED MATERIAL**

21 6.1 Exercise of Restraint and Care in Designating Material for
22 Protection. Each Party or non-party that designates information or items for
23 protection under this order must take care to limit any such designation to specific
24 material that qualifies under the appropriate standards. A Designating Party must
25 take care to designate for protection only those parts of material, documents,
26 items, or oral or written communications that qualify – so that other portions of
27 the material, documents, or communications for which protection is not warranted
28 are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited.
2 Designations that are shown to be clearly unjustified, or that have been made for
3 an improper purpose, (e.g., to unnecessarily encumber or retard the case
4 development process, or to impose unnecessary expenses and burdens on other
5 parties), expose the Designating Party to sanctions.

6 If it comes to a Party's or a non-party's attention that information or items
7 that it designated for protection does not qualify for protection at all, or does not
8 qualify for the level of protection initially asserted, that Party or non-party must
9 promptly notify all other parties that it is withdrawing the mistaken designation.

10 6.2 Manner and Timing of Designations. Except as otherwise provided
11 in this Order (see, e.g., second paragraph of section 6.2(a), below), or as
12 otherwise stipulated or ordered, material that qualifies for protection under this
13 Order must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (apart from transcripts of
16 depositions or other pretrial or trial proceedings), that the Producing Party affix
17 the legend "CONFIDENTIAL" at the top of each page that contains protected
18 material. If only a portion or portions of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 A Party or non-party that makes original documents or materials available
22 for inspection need not designate them for protection until after the inspecting
23 Party has indicated which material it would like copied and produced. After the
24 inspecting Party has identified the documents it wants copied and produced, the
25 Producing Party must determine which documents, or portions thereof, qualify for
26 protection under this Order, then, before producing the specified documents, the
27 Producing Party must affix the legend ("CONFIDENTIAL") at the top of each
28 page that contains Protected Material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in deposition or in other pretrial or trial
4 proceedings, that the Party or non-party offering or sponsoring the testimony
5 identify on the record, before the close of the deposition, hearing, or other
6 proceeding, all protected testimony. When it is impractical to identify separately
7 each portion of testimony that is entitled to protection, and when it appears that
8 substantial portions of the testimony may qualify for protection, the Party or non-
9 party that sponsors, offers, or gives the testimony may invoke on the record
10 (before the deposition or proceeding is concluded) a right to have up to 20 days to
11 identify the specific portions of the testimony as to which protection is sought.
12 Only those portions of the testimony that are appropriately designated for
13 protection within the 20 days shall be covered by the provisions of this Stipulated
14 Protective Order.

15 Transcript pages containing Protected Material must be separately bound
16 by the court reporter, who must affix to the top of each such page the legend
17 “CONFIDENTIAL” as instructed by the Party on non-party offering or
18 sponsoring the witness or presenting the testimony.

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

25 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items as “CONFIDENTIAL” does
27 not, standing alone, waive the Designating Party’s right to secure protection under
28 this Order for such material. If material is appropriately designated as

1 “CONFIDENTIAL” after the material was initially produced, the Receiving
2 Party, on timely notification of the designation, must make reasonable efforts to
3 assure that the material is treated in accordance with the provisions of this Order.

4 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 7.1 Timing of Challenges. Unless a prompt challenge to a Designating
6 Party’s confidentiality designation is necessary to avoid foreseeable substantial
7 unfairness, unnecessary economic burdens, or a later significant disruption or
8 delay of the litigation, a Party does not waive its right to challenge a
9 confidentiality designation by electing not to mount a challenge promptly after
10 the original designation is disclosed.

11 7.2 Meet and Confer. A Party that elects to initiate a challenge to a
12 Designating Party’s confidentiality designation must do so in good faith and must
13 begin the process by conferring directly (in voice to voice dialogue; other forms
14 of communication are not sufficient) with counsel for the Designating Party. In
15 conferring, the challenging Party must explain the basis for its belief that the
16 confidentiality designation was not proper and must give the Designating Party an
17 opportunity to review the designated material, to reconsider the circumstances,
18 and, if no change in designation is offered, to explain the basis for the chosen
19 designation. A challenging Party may proceed to the next stage of the challenge
20 process only if it has engaged in this meet and confer process first.

21 7.3 Judicial Intervention. A Party that elects to press a challenge to a
22 confidentiality designation after considering the justification offered by the
23 Designating Party, shall comply with the procedures set forth in Local Rule 37 for
24 obtaining a decision from the Court.

25 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

26 8.1 Basic Principles. A Receiving Party may use Protected Material that
27 is disclosed or produced by another Party or by a non-party in connection with
28 this case only for prosecuting, defending, or attempting to settle this litigation.

1 Such Protected Material may be disclosed only to the categories of persons and
2 under the conditions described in this Order.

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

6 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 CONFIDENTIAL only to:

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

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

18 (c) experts (as defined by this Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this litigation and who have signed
20 the “Agreement to Be Bound by Protective Order” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters, their staffs, and professional vendors to whom
23 disclosure is reasonably necessary for this litigation and who have signed the
24 “Agreement to Be Bound by Protective Order” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom
26 disclosure is reasonably necessary and who have signed the “Agreement to Be
27 Bound by Protective Order” (Exhibit A). Pages of transcribed deposition
28 testimony or exhibits to depositions that reveal Protected Material must be

1 separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

3 (g) the author of the document or the original source of the
4 information.

5 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 If a Receiving Party is served with a subpoena or an order issued in other
8 litigation that would compel disclosure of any information or items designated in
9 this action as “CONFIDENTIAL,” the Receiving Party must so notify the
10 Designating Party, in writing (by fax, if possible) immediately and in no event,
11 absent good cause, more than three court days after receiving the subpoena or
12 order. Such notification must include a copy of the subpoena or court order.

13 The Receiving Party also must immediately inform in writing the Party
14 who caused the subpoena or order to issue in the other litigation that some or all
15 the material covered by the subpoena or order is the subject of this Protective
16 Order. In addition, the Receiving Party must deliver a copy of this Stipulated
17 Protective Order promptly to the Party in the other action that caused the
18 subpoena or order to issue.

19 The purpose of imposing these duties is to alert the interested parties to the
20 existence of this Order and to afford the Designating Party in this case an
21 opportunity to try to protect its confidentiality interests in the court from which
22 the subpoena or order issued. The Designating Party shall bear the burdens and
23 the expenses of seeking protection in that court of its confidential material – and
24 nothing in these provisions should be construed as authorizing or encouraging a
25 Receiving Party in this action to disobey a lawful directive from another court.

26 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has
28 disclosed Protected Material to any person or in any circumstance not authorized

1 under this Order, the Receiving Party must immediately (a) notify in writing the
2 Designating Party of the unauthorized disclosures, (b) use its best efforts to
3 retrieve all copies of the Protected Material, (c) inform the person or persons to
4 whom unauthorized disclosures were made of all items of this Order, and (d)
5 request such person or persons to execute the “Acknowledgment and Agreement
6 to Be Bound” that it attached hereto as Exhibit A.

7 **XI. FILING PROTECTED MATERIAL**

8 Without written permission from the Designating Party or a court order
9 secured after appropriate notice to all interested persons, a Party may not file in
10 the public record in this action any Protected Material. A Party that seeks to file
11 under seal any Protected Material must comply with Local Rules of Court 79-5.3
12 of United States District Court, Central District of California.

13 **XII. FINAL DISPOSITION**

14 Unless otherwise ordered or agreed in writing by the Producing Party, and
15 within 10 business days of such time when all avenues of appeal from the case
16 have been exhausted, each Receiving Party must return all Protected Material to
17 the Producing Party. As used in this subdivision, “all Protected Material”
18 includes all copies, abstracts, compilations, summaries, or any other form of
19 reproducing or capturing any of the Protected Material. With permission in
20 writing from the Designating Party, the Receiving Party may destroy some or all
21 of the Protected Material instead of returning it. Whether the Protected Material
22 is returned or destroyed, the Receiving Party must submit a written certification to
23 the Producing Party (and, if not the same person or entity, to the Designating
24 Party) within 10 business days of such time when all avenues of appeal from the
25 case have been exhausted, all the Protected Material that was returned or
26 destroyed and that affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries, or other forms of reproducing or capturing
28 any of the Protected Material. Notwithstanding this provision, Counsel are

1 entitled to retain an archival copy of all pleadings, motion papers, transcripts,
2 legal memoranda, correspondence or attorney work product, even if such
3 materials contain Protected Material. Any such archival copies that contain or
4 constitute Protected Material remain subject to this Order as set forth in Section 5
5 (DURATION), above.

6 **XIII. MISCELLANEOUS**

7 13.1 Right to Further Relief. Nothing in this Order abridges the right of
8 any person to seek its modification by the Court in the future.

9 13.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on

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1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 IT IS SO STIPULATED, BY AND THROUGH COUNSEL OF RECORD.

4
5 DATED: October , 2009

6 _____
Attorneys for Plaintiff
WILLIAM DANIELS
PAUL T. CULLEN


7
8
9 DATED: October__, 2009

FISHER & PHILLIPS LLP

10
11 By: _____
JAMES J. MCDONALD, JR.
SHADIE L. BERENJI
Attorney for Defendant
COMPUTER SCIENCES
CORPORATION

12
13
14 **PURSUANT TO STIPULATION, IT IS SO ORDERED:**

15
16
17 DATED: October 13, 2009

18 _____

Paul L. Abrams
United States Magistrate Judge

1 **EXHIBIT A**

2
3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I, _____ [print or type full name] declare
5 under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the Unites States District Court,
7 Central District of California on [date] in the case of *Yuanis Heathington v.*
8 *Computer Sciences Corporation., and Does 1 to 50, inclusive*, Case No. CV 08-
9 8435 GAF(PLAx). I agree to comply with and to be bound by all the terms of
10 this Stipulated Protective Order and I understand and acknowledge that failure to
11 so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any
14 person or entity except in strict compliance with the provisions of this Order.

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

19
20 Date: _____

21 City and State where sworn and signed:
22 _____

23
24 _____
25 Printed Name

26 _____
27 Signature