



Linda L. Streeter, Esq. (SBN 105950)  
Email: [lstreeter@hinshawlaw.com](mailto:lstreeter@hinshawlaw.com)  
Amy K. Jensen, Esq. (SBN 226589)  
Email: [ajensen@hinshawlaw.com](mailto:ajensen@hinshawlaw.com)  
Gary E. Devlin, Esq. (SBN 210517)  
Email: [gdevlin@hinshawlaw.com](mailto:gdevlin@hinshawlaw.com)  
Renee C. Ohlendorf, Esq. (SBN 263939)  
Email: [rchoy@hinshawlaw.com](mailto:rchoy@hinshawlaw.com)  
HINSHAW & CULBERTSON LLP  
11601 Wilshire Boulevard, Suite 800  
Los Angeles, CA 90025  
Telephone: (310) 909-8000  
Facsimile: (310) 909-8001

Attorneys for Defendant,  
GC SERVICES, LP

NOTE CHANGES MADE BY THE COURT

All future discovery filings shall  
include the following language  
on the cover page:  
"[Referred to Magistrate Judge  
Suzanne H. Segal]"

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

PAUL CIRCENIS,	)	Case No. 2:09-cv-04252 GHK (SSx)
	)	(Assigned to the Hon. George H. King.
Plaintiff,	)	Courtroom "650")
	)	
vs.	)	
	)	<del>PROPOSED</del> AGREED PROTECTIVE
GC SERVICES, LP,	)	ORDER
	)	
Defendant.	)	
	)	
	)	

Plaintiff, Paul Circenis, and Defendant, GC SERVICES LIMITED  
PARTNERSHIP, ("the Parties"), having agreed to the entry of a Protective Order  
pursuant to Rule 26(c) of the Federal Rules of Civil Procedure,

**IT IS HEREBY ORDERED:**

1. When used in this Order, the word "document" means all written,  
recorded, or electronically stored material of any kind, and copies thereof (whether  
identical or unidentical) including, but not limited to, interrogatory answers,

1 production responses, requests to admit and responses thereto, documents, as defined  
2 in the Federal Rules of Civil Procedure or in the discovery requests in this action, or  
3 physical items produced by any party or non-party in this action whether pursuant to  
4 subpoena, court order, discovery requests, or by agreement, deposition transcripts and  
5 exhibits, and any portions of any court papers which quote from or summarize any of  
6 the foregoing.

7 2. The documents that are protected under this order that shall be designated  
8 as confidential are as follows:

9 a. Plaintiffs Account Detail Listing; Collection Excellence Level 1:  
10 Collection Policies & Procedures; Collection Excellence Level 2:  
11 Negotiating Account Resolution; Adhering to Federal and State Laws,  
12 Facilitator's Guide; 3rd Party Making Excellent Collection Calls; and  
13 Talk Off One.

14 b. ~~In addition, a producing party may, as provided herein and subject~~  
15 ~~to the terms and conditions herein, designate as confidential any~~  
16 ~~documents (and information contained therein) that it produces by~~  
17 ~~marking such documents with the legend "CONFIDENTIAL" when~~  
18 ~~copies are produced to the receiving party. Alternatively, a party may~~  
19 ~~designate as confidential any document or category of documents by~~  
20 ~~providing notice to all parties in this action. Any prior production, or any~~  
21 ~~preliminary production of documents for inspection and designation for~~  
22 ~~copying by the receiving party shall not constitute a waiver of~~  
23 ~~confidentiality, however, even if those documents have not been marked~~  
24 ~~CONFIDENTIAL or designated as confidential in writing. If documents~~  
25 ~~were produced prior to this order either for inspection and designation or~~  
26 ~~for some other purpose have not been marked CONFIDENTIAL before~~  
27 ~~inspection, only counsel of record and other people described in~~  
28 ~~paragraphs 7(a) and 7(c) may inspect those documents.~~

OVERBROOD  
See  
RIVERA  
✓  
NIBLO, J.  
364  
F32  
1057  
1063  
n.3.  
(9/13/2004)  
MS

1 3. Any confidential information not reduced to documentary, tangible or  
2 physical form or which cannot conveniently be designated in the manner set forth in  
3 paragraph 2, including but not limited to data contained in any electronic form, shall  
4 be designated CONFIDENTIAL by informing the receiving party in writing that all of  
5 the information is confidential. If any party produces CONFIDENTIAL material  
6 stored electronically, including but not limited to production of magnetic diskettes or  
7 downloaded or uploaded files transferred by any method including electronic mail,  
8 then all of that information retains its CONFIDENTIAL nature regardless of whether  
9 the information is manipulated or converted to any other media including but not  
10 limited to the creation of print-outs or other hard copies and conversations or  
11 manipulation of data for whatever purpose including but not limited to conversation or  
12 manipulation for processing by any other computer hardware or software.

13 4. Any part of deposition testimony in this case may be designated  
14 CONFIDENTIAL by advising the reporter and all parties of such fact, or by notifying  
15 the reporter and all parties in writing within thirty days of the receipt of the transcript  
16 by the deponent or deponent's counsel. All deposition testimony in this action is  
17 presumptively CONFIDENTIAL until thirty days after the deposition. Deposition  
18 testimony marked CONFIDENTIAL shall be given to no one other than people  
19 described in paragraph 7, the reporter, the deponent, and the deponent's counsel  
20 present. Any CONFIDENTIAL testimony must be marked, treated, used and/or  
21 disclosed only as provided in this Order.

22 5. Neither the designation by a party of any document, information or  
23 deposition testimony as CONFIDENTIAL hereunder, nor its receipt by the other  
24 party, shall constitute a concession that the document, information or deposition  
25 testimony is confidential. A party may object to the designation of any document or  
26 information as CONFIDENTIAL, by stating the grounds for the objection. The  
27 parties shall try to resolve informally such disputes in good faith. If the dispute  
28 cannot be resolved, the designating party may seek relief from this Court, including an

1 order that the documents should be treated as CONFIDENTIAL or that specified  
2 provisions of this Order shall apply to the document or information.

3 6. Nothing in this Order shall prevent any party from objecting to discovery  
4 that it believes is improper.

5 7. Documents designated as CONFIDENTIAL and all information  
6 contained therein shall be kept confidential, shall be used solely for the prosecution  
7 and defense of this case, and shall be disclosed only to:

- 8 a. Plaintiff and Defendant in this case, including  
9 officers, directors, employees, and in-house  
10 attorneys of the Parties;
- 11 b. Counsel of record for the parties to the case;
- 12 c. Attorneys, paralegals, secretaries and other  
13 personnel employed or retained by or working  
14 under the supervision of counsel of record  
15 described in subparagraph 7(b) who are  
16 assisting in this action;
- 17 d. Outside consultants, technical advisors and  
18 expert witnesses (whether designated as trial  
19 witnesses or not) employed or retained by the  
20 parties or counsel;
- 21 e. Any other person or entity as to whom counsel  
22 for the producer or provider of the confidential  
23 information agreed in writing, or whom the  
24 Court directs, shall have access to such  
25 information, provided that the person signs a  
26 document in the form of Exhibit A attached  
27 hereto, stating that he or she has read and  
28 understands this Order and agrees to be bound

1 by its terms, before seeing CONFIDENTIAL  
2 documents.

3 f. The Court or Court personnel under seal.

4 8. CONFIDENTIAL documents may be disclosed to persons described in  
5 subparagraph 7(d) of this Order ("a 7(d) person") only for evaluation, testing,  
6 testimony, preparation for trial or other services related to this litigation. A 7(d)  
7 person must sign a document in the form of Exhibit A attached hereto, stating that he  
8 or she has read and understands this Order and agrees to be bound by its terms, before  
9 seeing CONFIDENTIAL documents. Counsel of record for the party on whose behalf  
10 the outside consultant, technical advisor or expert witness has been employed or  
11 retained shall maintain the original Exhibit A.

12 9. CONFIDENTIAL material subject to this Order shall not be used for any  
13 purpose other than the preparation and trial of this action according to the provisions  
14 of this Order.

15 10. Nothing contained in this Order shall preclude GC SERVICES LIMITED  
16 PARTNERSHIP from using its own CONFIDENTIAL material in any manner it sees  
17 fit, or from revealing such CONFIDENTIAL material to whomever it chooses,  
18 without prior consent of any other party or of this Court.

19 11. The Parties cannot use, file or disclose any CONFIDENTIAL material in  
20 any pretrial court proceeding that is open to persons not authorized to have access to  
21 such CONFIDENTIAL material under the terms of this Order. In the event that a  
22 party wishes to use any CONFIDENTIAL material in any pretrial court proceeding,  
23 affidavit, brief, memorandum of law, or other papers filed in Court in this litigation,  
24 ~~such CONFIDENTIAL material used therein shall be filed under seal with the Court.~~

25 12. Upon request of the producing party and within sixty (60) days after the  
26 final disposition of all aspects of this case by settlement, judgment, or expiration of  
27 time to appeal, all documents designated CONFIDENTIAL, including any  
28 reproductions of such documents, must be destroyed or returned to the producing

see  
LOCAL  
RULE  
79.  
SAS

1 party or its counsel. At the producing party's request, if the documents are destroyed,  
2 the party who has destroyed the documents must furnish an affidavit attesting to same.  
3

4 Date: 11/19/09  
5

ENTERED:

Suzanne H. Segal  
6 Magistrate  
7 Judge  
8

9 All future discovery filings shall  
10 include the following language  
11 on the cover page:  
12 "[Referred to Magistrate Judge  
13 Suzanne H. Segal]"  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

1. I, \_\_\_\_\_, residing at \_\_\_\_\_, have read the foregoing Protective Order (the "Order") in the case captioned ***Paul Circenis v. GC SERVICES***, Case No. CV 09-04252-GHK-SS (the "action"). I agree to be bound by its terms with respect to any documents designated as "Confidential" thereunder that are furnished to me as set forth in the Order.

2. I further agree: (a) not to disclose to anyone any documents, or any information contained in documents, designated as "Confidential" other than as set forth in the Order; and (b) not to make any copies of any documents designated as "Confidential" except in accordance with the Order.

3. I hereby consent to the jurisdiction of the United States District Court for the Central District of California, Western Division, with regard to any proceedings to enforce the terms of the Order against me.

4. I hereby agree that any documents designated as "Confidential" that are furnished to me will be used by me only for the purposes of the action, and for no other purpose, and will not be used by me in any business affairs of my employer or of my own; nor will the information contained therein be shared or otherwise imparted by me to any other person. At the conclusion of the action, I agree that all documents designated CONFIDENTIAL in my possession or control, including any reproductions of such documents, must be destroyed or returned to the producing party or its counsel. If I destroy the documents, I understand that I may be required to furnish an affidavit attesting to that fact.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_