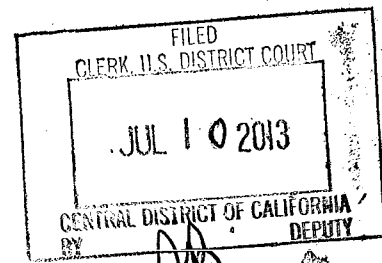


1 Edouard V. Rosa, (SBN 108600)
2 E-mail: *evrosalaw@att.net*
3 LAW OFFICES OF EDOUARD V. ROSA
4 28047 Dorothy Drive, Suite 305
5 Agoura Hills, California 91301
6 Telephone: (818) 735-0590
7 Facsimile: (818) 735-0594



8 Attorney for Plaintiff and Counterdefendant
9 CARS 4 CAUSES

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 CARS 4 CAUSES, a California Corporation)

Case No.: CV11-10315 DMG (SHx)

13 Plaintiff,)

~~[PROPOSED]~~ PROTECTIVE ORDER

14 v.)

[DISCOVERY MATTER]

15 WORKS OF LIFE INTERNATIONAL)
16 MINISTRIES, INC., a Nevada Corporation,)
17 CAMERON L. ARBALLO aka CAMERON L.)
18 ARBALLO, JR. and aka VINCENT EVERETT,)
19 an individual and DOES 1 Through 10, inclusive.)

20 Defendants.)

21 WORKS OF LIFE INTERNATIONAL)
22 MINISTRIES, INC., a Nevada Corporation)

23 Counterclaimant,)

24 v.)

25 CARS 4 CAUSES, a California Corporation)

26 Counterdefendant)

27 EXHIBIT A
28

1 **DEFINITIONS**

2 1. As used in this Protective Order,

- 3 a. "Designating Party" means any Person who designates Material as
4 Confidential Material.
- 5 b. "Discovering Counsel" means counsel of record for a Discovering Party.
- 6 c. "Discovering Party" means the Party to whom Material is being Provided
7 by a Producing Party.
- 8 d. "Confidential Material" refers to those materials designated as
9 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" as defined in
10 Paragraph 2 below.
- 11 e. "Material" means any document, testimony or information in any form or
12 medium whatsoever, including, without limitation, any written or printed
13 matter, Provided in this action by a Party before or after the date of this
14 Protective Order.
- 15 f. "Party" means the Parties to this action, their attorneys of record and their
16 agents.
- 17 g. "Person" means any individual, corporation, partnership, unincorporated
18 association, governmental agency, or other business or governmental entity
19 whether a Party or not.
- 20 h. "Producing Party" means any Person who Provides Material during the
21 course of this action.
- 22 i. "Provide" means to produce any Material, whether voluntarily or
23 involuntarily, whether pursuant to request or process.

24 **CONFIDENTIAL DESIGNATION**

- 25 2. A Producing Party may designate as "CONFIDENTIAL" any material provided
26 to a Party which contains or discloses any of the following:
- 27 a. Non-public insider information, personnel files, financial information, trade
28 secrets, confidential commercial information, proprietary information, or

1 other confidential or sensitive information which the Producing Party
2 determines in good faith should be kept confidential; and

3 b. Information that the Party is under a duty to preserve as confidential under
4 an agreement with or other obligation to another Person.

5 c. The Producing Party may designate as "ATTORNEYS' EYES ONLY,"
6 documents Parties contend contain or disclose materials which they in
7 good faith believe to be of an extremely high degree of current commercial
8 sensitivity and/or would provide a competitive advantage to its competitors
9 if disclosed.

10 3. A Producing Party shall stamp as CONFIDENTIAL or ATTORNEYS' EYES
11 ONLY Materials which the Producing Party in good faith believes are entitled to
12 protection pursuant to the standards set forth in Paragraph 2 of this Order. A
13 Producing Party may designate Confidential Material for Protection under this
14 order by either of the following methods:

15 a. By physically marking it with the following inscription prior to Providing it
16 to a Party:

17 CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER

18 or

19 ATTORNEYS' EYES ONLY SUBJECT TO PROTECTIVE ORDER

20 b. By identifying with specificity in writing to the Discovering Party any
21 previously Provided Material which was not designated as Confidential
22 Material prior to its having been Provided. For purposes of this method of
23 designation, it will be a sufficiently specific identification to refer to the
24 bates numbers or deposition page numbers of previously Provided
25 Material. Where a Producing Party designates previously Provided
26 Material as Confidential Material pursuant to this subparagraph, the
27 Producing Party will follow the procedures set forth in the previous
28 subparagraph for designating Confidential Material, and Provide to the

1 Discovering Party additional copies of the previously Provided Material
2 marked with the inscription described in the previous subparagraph. Upon
3 receipt of the additional copies which comply with the procedures set forth
4 in the previous subparagraph, the Discovering Party will immediately
5 return to the Producing Party the previously Provided Material, or
6 alternatively, will destroy all the previously Provided Material, at the
7 option of the Producing Party. For previously Provided Material which was
8 not designated as Confidential Material at the time of its being Provided,
9 this Protective Order shall apply to such materials to the extent possible
10 beginning on the date that the Producing Party makes such designation.

11 The designation of documents as “Confidential” or “Attorneys’ Eyes Only” does
12 not entitle the parties to have those documents filed under seal. An application,
13 including a stipulated application to filed documents under seal must comply with Local
14 Rule 79-5.

15 **RESTRICTION ON USE OF CONFIDENTIAL MATERIAL**

- 16 4. Confidential Material designated as CONFIDENTIAL shall not be disclosed, nor
17 shall its contents be disclosed, to any person other than those described in
18 Paragraph 7 of this Protective Order and other than in accordance with the terms,
19 conditions and restrictions of this Protective Order. Confidential Material
20 designated as ATTORNEYS’ EYES ONLY shall not be disclosed, nor shall its
21 contents be disclosed to any person other than those described in Paragraph 8 of
22 this Protective Order.
- 23 5. Confidential Material Provided by a Producing Party to a Discovering Party shall
24 not be used by the Discovering Party or anyone other than the Producing Party,
25 specifically including the persons identified in Paragraphs 7 or 8 as appropriate,
26 for any purpose, including, without limitation any personal, business,
27 governmental, commercial, publicity, public-relations, or litigation
28

1 (administrative or judicial) purpose, other than the prosecution or defense of this
2 action.

3 6. All Confidential Material shall be kept secure by Discovering Counsel and access
4 to Confidential Material shall be limited to persons authorized pursuant to
5 Paragraphs 7 or 8 of this Protective Order.

6 7. For purposes of the preparation of this action, and subject to the terms, conditions,
7 and restrictions of this Protective Order, Discovering Counsel may disclose
8 Material designated as CONFIDENTIAL and the contents of Material designated
9 as CONFIDENTIAL only to the following persons:

10 a. Counsel of record or outside counsel working on this action on behalf of
11 any party and counsel's employees who are directly participating in this
12 action, including any such counsel's partners, associates, paralegals,
13 assistants, secretaries, and clerical staff.

14 b. In-house counsel and such in-house counsel's employees who are directly
15 participating in this action, including counsel's paralegals, assistants,
16 secretaries, and clerical staff.

17 c. Court and deposition reporters and their staff.

18 d. The Court and any Person employed by the Court whose duties require
19 access to Material designated as CONFIDENTIAL.

20 e. Witnesses at depositions or pre-trial proceedings, in accordance with
21 procedures set forth in Paragraphs 11-13.

22 f. Non-party experts and consultants assisting counsel with respect to this
23 action and their secretarial, technical and clerical employees who are
24 actively assisting in the preparation of this action, in accordance with the
25 procedures set forth in Paragraphs 11-13.

26 g. Officers, directors and employees of the Parties hereto who have a need to
27 review Material designated as CONFIDENTIAL to assist in connection
28 with this litigation, subject to the limitations set forth herein and not to

1 exceed three (3) persons. The present designated persons for Cars 4
2 Causes are Patti Palmer and for Works of Life International Ministries, Inc.
3 are Cameron Arballo. The Parties agree to cooperate in good faith to allow
4 the addition of other party representatives to the preceding list should
5 additional parties, officers, directors or employees of a party be necessary
6 to aid in the prosecution, defense or settlement of this action;

7 h. Photocopy service personnel who photocopied or assisted in the
8 photocopying or delivering of documents in this litigation;

9 i. Any Person identified on the face of any such Material designated as
10 CONFIDENTIAL as an author or recipient thereof;

11 j. Any Person who is determined to have been an author and/or previous
12 recipient of the Material designated as CONFIDENTIAL, but is not
13 identified on the face thereof, provided there is prior testimony of actual
14 authorship or receipt of the Material designated as CONFIDENTIAL by
15 such Person; and

16 k. Any Person who the Parties agree in writing may receive Material
17 designated as CONFIDENTIAL.

18 The Parties shall make a good faith effort to limit dissemination of Material designated
19 as CONFIDENTIAL within these categories to Persons who have a reasonable need for
20 access thereto.

21 8. For purposes of the preparation of this action, and subject to the terms, conditions,
22 and restrictions of this Protective Order, the Discovering Counsel may disclose
23 confidential financial Material designated as ATTORNEYS' EYES ONLY, and
24 the contents of Material so designated, only to the following persons:

25 a. Counsel of record for the Parties to this action and counsel's employees
26 who are directly participating in this action, including counsel's partners,
27 associates, paralegals, assistants, secretarial, and clerical staff.

28 b. Court and deposition reporters and their staff.

- c. The Court and any person employed by the Court whose duties require access to Material designated as ATTORNEYS' EYES ONLY.
- d. Non-Party witnesses at depositions or pre-trial proceedings, in accordance with procedures set forth in paragraphs 11-13.
- e. Experts and consultants assisting counsel with respect to this action and their secretarial, technical and clerical employees who are actively assisting in the preparation of this action, in accordance with the procedures set forth in paragraphs 11-13.
- f. Any Person identified on the face of any such Material designated as ATTORNEYS' EYES ONLY as an author or recipient thereof; and
- g. Any Person who is determined to have been an author and/or previous recipient of the Material designated as ATTORNEYS' EYES ONLY, but is not identified on the face thereof, provided there is prior testimony of actual authorship or receipt of the Material designated as ATTORNEYS' EYES ONLY by such Person; and
- h. Any Person who the Parties agree in writing may receive Material designated as ATTORNEYS' EYES ONLY.

UNDERTAKING TO BE BOUND BY PROTECTIVE ORDER

9. Before Discovering Counsel may disclose Confidential Material to any Person described in subparagraphs 7(f), 7(g), or 8(f) above, the Person to whom disclosure is to be made shall receive and read a copy of this Protective Order, shall evidence his or her agreement to be bound by the terms, conditions, and restrictions of the Protective Order by signing an undertaking in the form attached hereto as **Exhibit A** (the "Undertaking"), and shall retain the copy of this Protective Order, with a copy of his or her signed Undertaking attached. Discovering Counsel shall keep a copy of the signed Undertaking for each person described in subparagraphs 7(f), 7(g), or 8(f) to whom Discovering Counsel discloses Confidential Material.

1 10. The individuals designated in subparagraph 8(a) above, are specifically prohibited
2 from publishing, releasing, or otherwise disclosing Material designated as
3 ATTORNEYS' EYES ONLY, or the contents thereof, to any directors, officers,
4 in-house counsel, or employees of the company for which the individual is
5 employed, or to any other persons not authorized under this Protective Order to
6 receive such information. The designated individuals in subparagraph 8(a) shall
7 retain all ATTORNEYS' EYES ONLY material in a secure manner under
8 separate and confidential file, so as to avoid inadvertent access by, or disclosure
9 to, unauthorized persons.

10 **DEPOSITIONS**

11 11. Those portions of depositions taken by any Party at which any Material
12 designated as CONFIDENTIAL is used or inquired into, may not be conducted in
13 the presence of any Person(s) other than (a) the deposition witness, (b) his or her
14 counsel, and (c) Persons authorized under Paragraph 7 of this Protective Order to
15 view such Confidential Material. During those portions of depositions in which
16 Material designated ATTORNEYS' EYES ONLY is used or inquired into, only
17 those persons authorized under Paragraph 8 to view such Materials may be
18 present.

19 12. Counsel for any deponent may designate testimony or exhibits as Confidential
20 Material by indicating on the record at the deposition that the testimony of the
21 deponent or any exhibits to his or her testimony are to be treated as Confidential
22 Material. Counsel for any Party may designate exhibits in which that Party has a
23 cognizable interest as Confidential Material by indicating on the record at the
24 deposition that such exhibit(s) are to be treated as Confidential Material. Failure
25 of counsel to designate testimony or exhibits as confidential at deposition,
26 however, shall not constitute a waiver of the protected status of the testimony or
27 exhibits. Within thirty calendar days of receipt of the transcript of the deposition,
28 or thirty days of the date on which this Protective Order becomes effective,

1 whichever occurs last, counsel shall be entitled to designate specific testimony or
2 exhibits as Confidential Material. If counsel for the deponent or Party fails to
3 designate the transcript or exhibits as Confidential within the above-described
4 thirty day period, any other Party shall be entitled to treat the transcript or exhibits
5 as non-confidential material. For purposes of this Paragraph 12, this Protective
6 Order shall be deemed “effective” on the date on which it has been executed by
7 all counsel for the Parties.

8 13. Inadvertent disclosures of material protected by the attorney-client privilege or
9 the work product doctrine shall be handled in accordance with Federal Rule of
10 Evidence 502. Further, the parties agree that conducting an inspection of
11 documents for a selection of documents to be produced by an electronic means or
12 by electronic keyword searches or by a physical inspection of documents prior to
13 formal production of such materials, is a reasonable way of preserving
14 confidentiality or for preserving privilege claims for later designation when such
15 selected materials are formally produced or for the clawback mechanism, if
16 necessary, or appropriate, of Federal Rule of Civil Procedure 26(b)(5).

17 **USE OF CONFIDENTIAL MATERIAL IN PLEADINGS**

18 **AND OTHER COURT PAPERS**

19 14. If any Party or non-party seeks to file or lodge with the Court any Confidential
20 Material, such materials shall be submitted to the Court in accordance with the
21 procedures set forth in Local Rule 79-5.1. No documents may be filed or lodged
22 under seal absent a court order pertinent to the specific document(s). If a Party
23 wishes to file or lodge documents under seal, the other Party shall not
24 unreasonably withhold agreement to such procedure. If an agreement is reached,
25 the Parties shall submit to the Court a Stipulation and Proposed Order for such
26 filing or lodging under seal. If no such agreement is reached, then the proponent
27 of lodging or filing under seal shall submit an Application and Proposed Order
28 pursuant to Local Rule 79-5.1.

OBJECTIONS TO DESIGNATION

1
2 15. Any Party may at any time notify the Designating Party in writing of its
3 contention that specified Material designated as Confidential Material is not
4 properly so designated because such Material does not warrant protection under
5 applicable law. The Designating Party shall within ten court days from the receipt
6 of notice to meet and confer, meet and confer in good faith with the Party
7 challenging the designation in an attempt to resolve such dispute. The
8 Designating Party shall have fourteen (14) Court days after the parties decide they
9 are unable to resolve the dispute after a meet and confer to file a motion to uphold
10 the designation of the material in question.. If no motion is filed within 14 days,
11 or any mutually agreed to extension of time, all Parties may treat the Material as
12 non-confidential. To maintain the designation as Confidential Material and to
13 prevail on such a motion, the Designating Party must show by a preponderance of
14 the evidence that there is good cause for the designation as Confidential Material.
15 Pending resolution of any motion filed pursuant to this Paragraph, all Persons
16 bound by this Protective Order shall continue to treat the Material which is the
17 subject of the motion as Confidential Material.

18 16. Any discovery disputes concerning the designation of materials or disclosure of
19 documents or information under this Protective Order shall be brought in
20 compliance with Local Rule 37 and a proposed stipulated protective order should
21 so provide.

RETURN OF MATERIAL

22
23 17. Within ninety (90) calendar days after the final settlement or termination of this
24 action, Discovering Counsel shall return or certify destruction of all Materials
25 provided by a Producing Party and all copies thereof except to the extent that any
26 of the foregoing includes or reflects Discovering Counsel's work product, and
27 except to the extent that such Material has been filed with a court in which
28 proceedings related to this action are being conducted. In addition, with respect to

1 any such retained work product and unless otherwise agreed to, at the conclusion
2 of this action, counsel for each Party shall store in a secure area all work product
3 which embodies Confidential Material together with all of the signed
4 undertakings they are required to preserve pursuant to Paragraph 9 above, and
5 shall not make use of such Material except in connection with any action arising
6 directly out of these actions, or pursuant to a court order for good cause shown.
7 The obligation of this Protective Order shall survive the termination of this action.
8 To the extent that Confidential Materials are or become known to the public
9 through no fault of the Discovering Party, such Confidential Materials shall no
10 longer be subject to the terms of this Protective Order. Upon request, counsel for
11 each Party shall verify in writing that they have complied with the provisions of
12 this paragraph.

13 **SCOPE OF THIS ORDER**

- 14 18. Except for the provisions regarding post-trial or post-settlement return and
15 destruction of Material, or segregation of work product which embodies
16 Confidential Material, this order is strictly a pretrial order; it does not govern the
17 trial in this action.
- 18 19. Not later than seven days before trial in the action, Counsel agree to meet and
19 confer concerning the use at trial of Confidential Material.
- 20 20. Nothing in this Protective Order shall be deemed to limit, prejudice, or waive any
21 right of any Party or Person (a) to resist or compel discovery with respect to, or to
22 seek to obtain additional or different protection for, Material claimed to be
23 protected work product or privileged under California or federal law, Material as
24 to which the Producing Party claims a legal obligation not to disclose, or Material
25 not required to be provided pursuant to California law; (b) to seek to modify or
26 obtain relief from any aspect of this Protective Order; (c) to object to the use,
27 relevance, or admissibility at trial or otherwise of any Material, whether or not
28 designated in whole or in part as Confidential Material governed by this

1 Protective Order; or (d) otherwise to require that discovery be conducted
2 according to governing laws and rules.

3 21.Designation of Material as Confidential Material on the face of such Material
4 shall have no effect on the authenticity or admissibility of such Material at trial.

5 22.This Protective Order shall not preclude any Person from waiving the
6 applicability of this Protective Order with respect to any Confidential Material
7 Provided by that Person or using any Confidential Material Provided by that
8 Person or using any Confidential Material owned by that Person in any manner
9 that Person deems appropriate.

10 23.This Protective Order shall not affect any contractual, statutory or other legal
11 obligation or the rights of any Party or Person with respect to Confidential
12 Material designated by that Party.

13 24.The restrictions set out in the Protective Order shall not apply to any Material
14 which:

- 15 a. At the time it is Provided is available to the public;
- 16 b. After it is Provided, becomes available to the public through no act, or
17 failure to act, of the Discovering Party; or
- 18 c. The Discovering Party can show
 - 19 i. Was already known to the Discovering Party independently of
20 receipt of the Confidential Material in this or prior litigation; or
 - 21 ii. Was received by the Discovering Party, after the time it was
22 designated as Confidential Material hereunder, from a third party having the right to
23 make such disclosure.

24 25.If at any time any Material protected by this Protective Order is subpoenaed from
25 the Discovering Party by any Court, administrative or legislative body, or is
26 requested by any other Person or entity purporting to have authority to require the
27 production of such material, the Party to whom the subpoena or other request is
28 directed shall immediately give written notice thereof to the Producing Party with

1 respect to Confidential Material sought and shall afford the Producing Party
2 reasonable opportunity to pursue formal objections to such disclosures. If the
3 Producing Party does not prevail on its objections to such disclosure, the
4 Discovering Party may produce the Confidential Material without violating this
5 Protective Order.

6 **SUBMISSION TO COURT**

7 26. The Parties agree to submit this Protective Order to the Court for adoption as an
8 order of the Court. The Parties reserve the right to seek, upon good cause,
9 modification of this Protective Order by the Court.

10
11 **IT IS SO ORDERED.**

12
13 Date: 7/10, 2013

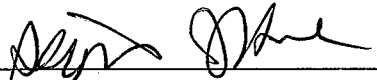
14 
15 _____
16 Honorable Stephen J. Hillman
17 United States Magistrate Judge
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

**UNDERTAKING TO BE BOUND BY THE PRETRIAL PROTECTIVE ORDER
REGARDING CONFIDENTIALITY OF DOCUMENTS**

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 Protective Order that was issued by the United States
District Court for the Central District of California in the case of *Cars 4 Causes v.
Works of Life International Ministries, Inc. et al., No. CV11-10315 DMG (SHx)*. I
agree to comply with and to be bound by all the terms of this 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 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 Central 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.

Date: _____, 2013

City and State where sworn and signed: _____

Signed: _____

[Print Name]

[Signature]