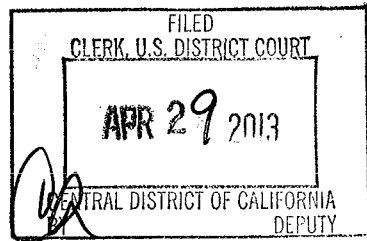


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PRATT & WHITNEY ENGINE SERVICES, INC.

8
 9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **KIMBERLY J. JONES, et. al.,**
 12 **Plaintiffs,**
 13 **vs.**
 14 **UNITED TECHNOLOGIES**
 15 **CORPORATION, et. al.,**
 16 **Defendants.**

Case No. CV12-10991-DMG(PJWx)
 Judge: Dolly M. Gee
STIPULATION AND
[PROPOSED] PROTECTIVE
ORDER

17
 18
 19 Pursuant to California Federal Rule of Civil Procedure 26(c), the parties
 20 hereto agree to a Protective Order (“Order”) governing the disclosure during pretrial
 21 discovery and the subsequent handling of highly sensitive and confidential
 22 information as follows:

23
 24 **1. PURPOSES AND LIMITATIONS**

25 **1.1 Scope.** This Protective Order shall apply to proceedings and discovery
 26 in the following cases: *Kimberly J. Jones and Ivan Quiles, individuals, v. United*
 27 *Technologies Corporation, a Delaware corporation; Pratt & Whitney Engine*
 28 *Services, Inc., a Delaware corporation; Delta Air Lines, Inc., a Delaware*

1 corporation; and Does 1 through 50, inclusive, Case No. CV12-10991-DMG
2 (PJWx), pending in the United States District Court for the Central District of
3 California, removed from the Superior Court of California, County of Los Angeles,
4 Case No. BC492848.

5 1.2 **Need.** This case arises from a September 30, 2011, left engine
6 malfunction of Delta Air Lines Flight DL-2364. The parties anticipate that they will
7 engage in extensive discovery regarding, among other things: (1) the design and
8 manufacture of the subject engine and certain of its components and systems
9 (hereafter, the “Engine”), (2) manuals, technical specifications, engineering
10 recommendations, and other technical documents related to the Engine and Delta Air
11 Lines’ ground and flight operations, (3) design drawings and other design data,
12 (4) maintenance, inspection, and repairs of the subject Engine, and (5) plaintiffs’
13 damages, as reflected in, *inter alia*, employment and medical records and other
14 private documents.

15 Discovery concerning these and other topics will necessitate the disclosure of
16 what each party contends is confidential and sensitive information, such as trade
17 secrets, financial information, and plaintiffs’ medical and employment records.
18 Prior to production, no party can effectively evaluate the claims of the other as to the
19 need for protection. Thus, a means that enables the production of documents at least
20 to the point of evaluating the asserted need for protection, as well as an order
21 specifying how such documents need to be treated is required in this case.
22 Moreover, pursuant to the terms of this Order, any document designated as
23 confidential where that designation is disputed can be identified as such and the
24 matter submitted to the Court for resolution.

25 In essence, in the absence of this Order, the Court would have to evaluate
26 innumerable documents individually, and this task would likely severely burden the
27 Court’s processes and slow discovery. As to those documents that are entitled to
28

1 protection, disclosure of such confidential information is likely to prejudice the
2 legitimate business, competitive, and/or privacy interests of the parties or of third
3 parties. A protective order is thus needed in this action to enable the documents to
4 be evaluated and to protect against unauthorized disclosure of confidential
5 information and to ensure that such information will be used only for purposes of
6 this action. A protective order will also expedite the flow of discovery materials,
7 protect the integrity of truly confidential information, promote the prompt resolution
8 of disputes over confidentiality, and facilitate the preservation of material worthy of
9 protection.

10 **1.3 Application.** This Order shall govern any information produced in this
11 litigation by any party or third party, in any form (including, but not limited to,
12 documents, magnetic media, answers to interrogatories, responses to documents
13 demands, responses to requests for admissions, and deposition testimony and
14 transcripts), when the party producing the information reasonably believes that the
15 information to be produced contains private, proprietary, sensitive, trade secret, non-
16 public financial or medical information. Documents, or portions thereof, that are
17 considered confidential may be so designated by marking them, in their entirety, as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as hereinafter provided for in
19 this Order.

20 **1.4 Limitations.** The parties acknowledge that this Order does not confer
21 blanket protection on all disclosures or responses to discovery and that the protection
22 it affords extends only to the limited information or items that are entitled under the
23 applicable legal principles to treatment as confidential. The parties further
24 acknowledge that this Order creates no entitlement to file “CONFIDENTIAL”
25 documents under seal; that Local Rules 79-5 *et. seq.* set forth the procedures that
26 must be followed and reflect the standards that will be applied when a party seeks
27 permission from the Court to file material under seal.

28 ///

1 2. **DEFINITIONS**

2 2.1 **Confidential Information.** “Confidential Information” shall mean and
3 include, without limitation, any information that concerns or relates to medical
4 information, proprietary information, trade secrets, non-public commercial,
5 financial, pricing, budgeting and/or accounting information, non-public information
6 about existing and potential customers, marketing studies, performance and
7 projections, non-public business strategies, decisions and/or negotiations, personnel
8 compensation, evaluations and other employment information, and confidential
9 proprietary information about affiliates, parents, subsidiaries and third parties with
10 whom the parties to this action have or have had business relationships.
11 Confidential Information may be contained in the following types of documents:
12 medical records, personal documents such as diaries, insurance, training records,
13 personnel records, manuals, contracts, correspondence, e-mails, blueprints,
14 specifications, drawings, engineering notes, production documents, test reports,
15 certification related documents, meeting minutes, meeting notices, presentation
16 documents, and other types of documents relating to the design, manufacture,
17 performance, sale, maintenance, and/or use of commercial or military aircraft.

18 For purposes of this section, “trade secrets” means information, including a
19 formula, pattern, compilation, program, device, method, technique, or process, that:
20 (1) derives independent economic value, actual or potential, from not being
21 generally known to the public or to other persons who can obtain economic value
22 from its disclosure or use; and (2) is the subject of efforts that are reasonable under
23 the circumstances to maintain its secrecy.

24 For purposes of this section, “HIGHLY CONFIDENTIAL” information
25 includes a limited subset of Confidential Information that contains or discloses
26 materials which the Producing Party in good faith believes to be of a sufficiently
27 high degree of commercial sensitivity and/or which would result in competitive
28 injury if disclosed.

1 2.2 **Documents.** As used herein, the term “documents” includes all
2 "writings" and “recordings” as those terms defined in Federal Rule of Evidence
3 1001, as well as, all video-graphic representations of any kind and all other data
4 compilations from which information can be obtained, and other tangible things
5 subject to production under the Federal Rules of Civil Procedure.

6 2.3 **Designating Party.** The “Designating Party” is the party or non-party
7 that designates information or items that it produces in disclosures or in responses to
8 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

9 2.4 **Producing Party.** A “Producing Party” is the party or non-party that
10 produces documents in this action.

11 2.5 **Receiving Party.** A “Receiving Party” is the party that receives
12 documents from a Producing Party.

13 3. **INITIAL DESIGNATION**

14 3.1 **Produced Documents.** A party producing documents that it believes in
15 good faith constitute or contain Confidential Information shall produce copies
16 bearing a label that contains (or includes) language substantially identical to the
17 following:

18
19 **CONFIDENTIAL**

20 **Subject to Protective Order in**
21 **Case No. CV12-10991-DMG (PJWx)**

22
23 If the party producing documents believes in good faith that disclosure of the
24 information contained in the documents to one or more parties would result in
25 competitive injury or otherwise compromise privacy rights the producing party may
26 mark such documents or things as follows:

1 **HIGHLY CONFIDENTIAL**
2 **Subject to Protective Order in**
3 **Case No. CV12-10991-DMG (PJWx)**
4

5 These labels shall be affixed in a manner that does not obliterate or obscure
6 the contents of the copies. Claims of confidentiality will be made only with respect
7 to documents to which the asserting party has a good faith belief are legally entitled
8 to protection from discovery and disclosure under Federal Rule of Civil Procedure
9 26(c) and applicable case law.

10 If it comes to the Designating Party's attention that information or items that it
11 designated for protection do not qualify for the asserted protection, the Designating
12 Party must promptly notify all other parties that it is withdrawing the mistaken
13 designation.

14 **3.2 Interrogatory Answers.** If a party answering an interrogatory believes
15 that its answer contains Confidential Information, it shall set forth its answer in a
16 separate document that is produced and designated in the same manner as a
17 produced document under subparagraph 3.1. The answers to interrogatories should
18 make reference to the separately produced document containing the answer, but such
19 document should not be attached to the interrogatories.

20 **3.3 Inspections of Documents.** In the event a party elects to produce files
21 and records for inspection and the requesting party elects to inspect them, no
22 designation of Confidential Information need be made in advance of the inspection.
23 For purposes of such inspection, all material inspected shall be considered as
24 Confidential Information. If the inspecting party selects specified documents to be
25 copied, the Producing Party shall designate Confidential Information in accordance
26 with subparagraph 3.1 at the time the copies are produced.

27 **3.4 Deposition Transcripts.** After the receipt of a deposition transcript, a
28 party may inform the other parties to the action of the portions of the transcript

1 (including exhibits) that it wishes to designate as Confidential Information. The
2 entire deposition transcript (including exhibits) shall be treated as Confidential
3 Information for twenty-one (21) days after receipt. If no designation is made within
4 twenty-one (21) days of receipt, the deposition transcript shall not be considered as
5 Confidential Information. All parties in possession of a copy of a designated
6 deposition transcript shall mark the front of each copy of the transcript with:
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If all or part of a
8 videotaped deposition is designated as confidential, the videocassette, DVD, and the
9 containers shall also be marked as containing Confidential Information.

10 **3.5 Multi-page Documents.** A party may designate all pages of an
11 integrated, multi-page document, including a deposition transcript and interrogatory
12 answers, as Confidential Information by placing the label specified in subparagraph
13 3.1 on the first page of the document. If a party wishes to designate only certain
14 portions of an integrated, multi-page document as Confidential Information, it
15 should designate such portions immediately below the label on the first page of the
16 document and place the label specified in subparagraph 3.1 on each page of the
17 document containing Confidential Information.

18 **3.6 Electronic Data.** "Electronic data" means information stored or
19 recorded in the form of electronic or magnetic media (including information, files,
20 databases or programs stored on any digital or analog machine-readable device,
21 computers, discs, networks or tapes). Counsel for the Producing Party will designate
22 Electronic Data as "CONFIDENTIAL" in a cover letter identifying the information
23 generally. When feasible, counsel for the Producing Party will also mark the
24 electronic or magnetic media with the appropriate designation. Whenever any party
25 to whom Electronic Data designated as Confidential Information is produced
26 reduces such material to hardcopy form, such party shall mark the hardcopy form
27 with the label specified in subparagraph 3.1. Whenever any Confidential
28 Information Electronic Data is copied into another file, all such copies shall also be

1 marked "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

2 To the extent that any party or counsel for any party creates, develops or
3 otherwise establishes on any digital or analog machine-readable device, recording
4 media, computers, discs, networks or tapes any information, files, databases or
5 programs that contain information designated "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL" that party and its counsel must take all necessary steps to ensure
7 that access to that electronic or magnetic media is properly restricted to those
8 persons who, by the terms of this Order, may have access to Confidential
9 Information.

10 **3.7 Inadvertent Failures to Designate.** If a Producing Party inadvertently
11 fails to stamp or otherwise appropriately designate certain documents upon their
12 production, it may thereafter designate such documents as "CONFIDENTIAL" or
13 "HIGHLY CONFIDENTIAL" or by promptly giving written notice to all parties
14 that the material is to be so designated. Such written notice shall identify with
15 specificity the information or documents the Producing Party is then designating to
16 be "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" material. If the Producing
17 Party gives such written notice as provided above, their claims of confidentiality
18 shall not be deemed to have been waived by failure to designate properly the
19 information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" prior to
20 disclosure. Upon receipt of written notice as provided for herein, the Receiving
21 Party shall then stamp or otherwise mark the original and all known copies of the
22 documents with the proper designation as described above. In addition, the
23 Receiving Party shall use its best efforts to ensure that the information that was
24 inadvertently disclosed is thereafter restricted to only those persons entitled to
25 receive "CONFIDENTIAL" information under the terms set forth herein.

26 **4. DESIGNATIONS BY ANOTHER PARTY**

27 **4.1 Notification of Designation.** If a party other than the Producing Party
28 believes that a Producing Party has produced a document that contains or constitutes

1 Confidential Information of the non-Producing Party, the non-Producing Party may
2 designate the document as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” by
3 so notifying all parties in writing by facsimile within sixty (60) days of service of the
4 document.

5 **4.2 Return of Documents; Non-disclosure.** Whenever a party other than
6 the Producing Party designates a document produced by a Producing Party as
7 Confidential Information in accordance with subparagraph 4.1, each party receiving
8 the document shall either add the “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL” designations in accordance with subparagraph 3.1 or substitute a
10 copy of the document bearing that designation in accordance with subparagraph 3.1
11 for each copy of the document produced by the Producing Party. Each party shall
12 destroy all undesignated copies of the document or return those copies to the
13 Producing Party, at the direction of the Producing Party. No party shall disclose a
14 produced document to any person, other than the persons authorized to receive
15 Confidential Information under subparagraph 7.1, until after the expiration of the
16 sixty (60) day designation period specified in subparagraph 4.1. If during the sixty
17 (60) day designation period, a party discloses a produced document to a person
18 authorized to receive Confidential Information under subparagraph 7.1, and that
19 document is subsequently designated as Confidential Information in accordance with
20 subparagraph 4.1, the disclosing party shall cause all copies of the document to be
21 destroyed or returned to the Producing Party, at the direction of the Producing Party.
22 The party may thereafter disclose a copy of the document that has been marked as
23 Confidential Information by the Designating Party, in accordance with subparagraph
24 7.1.

25 **5. OBJECTIONS TO DESIGNATIONS**

26 A party is not obligated to challenge the propriety of a “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL” designation at the time made, and failure to do so
28 will not preclude a subsequent challenge thereto. In the event that a party disagrees

1 at any stage of this litigation with a designation of "CONFIDENTIAL" or
2 "HIGHLY CONFIDENTIAL" that party shall notify the Designating Party in
3 writing of the disagreement. The objecting party and the Designating Party shall
4 promptly confer in an attempt to resolve their differences. If the Designating Party
5 and objecting party are unable to resolve their differences, the objecting party shall
6 have twenty-one (21) days from the date of notifying the Designating Party of the
7 objection to file a motion seeking the Court's ruling on whether the information
8 should remain designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."
9 The contested material shall be lodged with the Court under seal, consistent with
10 Local Rule 79-5.1. The burden of proving that the information has been properly
11 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" based on the
12 standards for such designations set forth herein, is on the Designating Party.

13 All documents initially designated as "CONFIDENTIAL" or "HIGHLY
14 CONFIDENTIAL" shall continue to be subject to this Order unless and until the
15 Court rules otherwise. If the objecting party elects not to make a motion for a
16 clarifying ruling with respect to whether documents should be designated as
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" it shall be deemed to have
18 withdrawn its objection.

19 6. CUSTODY

20 During the pendency of this litigation (including any appeals) and for ninety
21 (90) days after the conclusion of this litigation, all Confidential Information and any
22 and all copies, extracts and summaries thereof, including memoranda relating
23 thereto, shall be retained by the Receiving Party in the custody of counsel of record,
24 or by persons to whom disclosure is authorized under subparagraph 7.1, or by the
25 Judge and Jury. Paragraph 9 addresses in more detail handling of Confidential
26 Information after the conclusion of this litigation.

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1 7. **HANDLING PRIOR TO TRIAL**

2 7.1 **Authorized Disclosures**

3 7.1.1 Materials designated “CONFIDENTIAL” shall only be disclosed
4 to the following persons.

5 a. Attorneys appearing as counsel of record in these proceedings
6 and personnel who are directly employed by such counsel and who are actively
7 assisting in the preparation of this litigation;

8 b. Counsel’s third-party consultants and independent experts (and
9 their agents and employees) who are employed for the purposes of this litigation;

10 c. Parties to this litigation, limited to the named party and if that
11 party is a corporate entity, those officers, directors, employees, in-house counsel,
12 and insurers whose assistance is required for purposes of the litigation and who must
13 have access to the materials to render such assistance;

14 d. Any deponent, during his or her deposition, who is the
15 Designating Party or a current employee or member of the Designating Party (or any
16 person who prepared or assisted directly in the preparation of the CONFIDENTIAL
17 material);

18 e. Any other deponent as to whom there is a legitimate need to
19 disclose particular materials for purposes of identifying or explaining it or refreshing
20 recollection;

21 f. Fact witnesses or potential percipient witnesses at or in
22 preparation for deposition or trial;

23 g. Outside vendors employed by counsel for copying, scanning and
24 general handling of documents;

25 h. Persons or entities that provide litigation support services in
26 connection with the taking of depositions, including necessary stenographic,
27 videotape, and clerical personnel; and

28 i. The Court and Court’s Staff to whom materials are submitted as

1 evidence or in connection with a motion or opposition thereto, subject to the Court's
2 processes for filing materials under seal.

3 Such disclosures are authorized only to the extent necessary to prosecute or
4 defend this litigation. Information designated as "CONFIDENTIAL" shall not be
5 disclosed to persons described in Paragraphs 7.1.1(b), 7.1.1(e), or 7.1.1(f) unless and
6 until such persons are provided a copy of this Protective Order, represent that they
7 have read and understand the provisions of this Order, are advised by the disclosing
8 counsel that they are bound by the provisions of this Protective Order and execute an
9 Agreement of Confidentiality ("Confidentiality Agreement") in substantially the
10 form attached hereto as Exhibit A. The originals of such Confidentiality
11 Agreements shall be maintained by the counsel who obtained them until the final
12 resolution of this litigation. Confidentiality Agreements and the names of persons
13 who signed them shall not be subject to discovery except upon agreement of the
14 parties or further order of the Court after application upon notice and good cause
15 shown.

16 7.1.2 Materials designated "HIGHLY CONFIDENTIAL" shall only
17 be disclosed to the following persons.

18 a. Attorneys appearing as counsel of record in these proceedings
19 and personnel who are directly employed by such counsel and who are actively
20 assisting in the preparation of this litigation;

21 b. Counsel's third-party consultants and independent experts (and
22 their agents and employees) who are employed for the purposes of this litigation and
23 who are not employees of, consultants, to, or otherwise affiliated with any
24 competitor of the Designating Party, but only on a need-to-know basis in order to
25 assist his/her/its counsel of record in the conduct of this litigation; provided,
26 however, that such persons may retain Highly Confidential information only as long
27 as is necessary to provide such assistance. Before disclosing HIGHLY
28 CONFIDENTIAL information to a Receiving Party's consultants and/or

1 independent experts (and their agents and employees), counsel for the Receiving
2 Party must confirm that said consultant and/or independent expert is not a
3 competitor of the Designating Party of the HIGHLY CONFIDENTIAL information
4 and if there is any doubt or uncertainty, counsel for the Receiving Party must contact
5 counsel for the Designating Party of the HIGHLY CONFIDENTIAL information to
6 determine whether the consultant or independent expert is not an employee of,
7 consultant, to, or otherwise affiliated with any competitor of the Designating Party;

8 c. Stenographic reporters and/or certified videotape operators
9 engaged in pretrial discovery; provided, however, that such persons may retain
10 HIGHLY CONFIDENTIAL information only as long as is necessary to perform
11 such engagement; and

12 d. The Court and Court's Staff to whom materials are submitted as
13 evidence or in connection with a motion or opposition thereto, subject to the Court's
14 processes for filing materials under seal.

15 Such disclosures are authorized only to the extent necessary to prosecute or
16 defend this litigation. Information designated as "HIGHLY CONFIDENTIAL"
17 shall not be disclosed to persons described in Paragraph 7.1.2(b) unless and until
18 such persons are provided a copy of this Protective Order, represent that they have
19 read and understand the provisions of this Order, are advised by the disclosing
20 counsel that they are bound by the provisions of this Protective Order and execute an
21 Agreement of Confidentiality ("Confidentiality Agreement") in substantially the
22 form attached hereto as Exhibit A. The originals of such Confidentiality
23 Agreements shall be maintained by the counsel who obtained them until the final
24 resolution of this litigation. Confidentiality Agreements and the names of persons
25 who signed them shall not be subject to discovery except upon agreement of the
26 parties or further order of the Court after application upon notice and good cause
27 shown.

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1 7.1.3 Nothing in this Protective Order shall prohibit a party or its
2 counsel from disclosing “CONFIDENTIAL” or HIGHLY CONFIDENTIAL
3 MATERIAL” material to (a) the person(s) who authored the document or material;
4 (b) persons who previously received the document or material or a copy thereof not
5 in violation of this Order; (c) persons employed by the Producing Party; or (d) any
6 other person or entity, provided that, with respect to that person or entity, the
7 Producing Party and Producing Party’s counsel first approve such disclosure in
8 writing.

9 **7.2 Additional Protection.** If a Designating Party believes that the
10 disclosure and handling procedures provided for in this Order are not sufficient
11 because certain material is extremely sensitive, the Designating Party shall inform
12 the other parties to the litigation and attempt to reach an agreement on the handling
13 of the material. If the parties cannot reach an agreement, the Designating Party may
14 file a motion with the court for a more restrictive order. Such motion must be
15 accompanied by a competent declaration in which the movant describes the parties’
16 efforts to resolve the matter by agreement.

17 **7.3 Unauthorized Disclosures.** If Confidential Information is disclosed to
18 any person other than in the manner authorized by this Protective Order, the party or
19 person responsible for the disclosure, and any other party or person who is subject to
20 this Order and learns of such disclosure, shall immediately bring such disclosure to
21 the attention of the Designating Party. Without prejudice to other rights and
22 remedies of the Designating Party, the responsible party or person shall make every
23 effort to obtain the return of the Confidential Information and to prevent further
24 disclosure on its own part or on the part of the person who was the unauthorized
25 recipient of such information.

26 **7.4 Court Filings.** In the event any Confidential Information must be filed
27 with the Court prior to the trial, the proposed filing shall comply with Local Rule 79-
28 5.1 regarding filing under seal.

1 **8. HANDLING DURING TRIAL**

2 Confidential Information that is subject to this Order may be marked and used
3 as trial exhibits by any party, subject to terms and conditions as imposed by the trial
4 court upon application by the Designating Party.

5 **9. HANDLING AFTER DISPOSITION**

6 Within 90 days of the conclusion of this litigation (including any appeals), the
7 Designating Party may request that any or all Confidential Information be returned
8 to the Designating Party. After receiving a request to return, the Receiving Party at
9 its option may destroy Confidential Information instead of returning it to the
10 Designating Party, but must so notify the Designating Party. The request for return
11 shall specifically identify the documents or things to be returned if return of less than
12 all Confidential Information is requested. The attorney for the Receiving Party shall
13 collect, assemble and return within 60 days all such Confidential Information,
14 including all copies and extracts thereof in the possession of the Receiving Party, its
15 counsel or other authorized recipients, but not including copies, extracts or
16 summaries that contain or constitute attorney work product. If such work product is
17 retained, however, the Confidential Information contained therein will continue to be
18 controlled by this Protective Order. Receipt of returned Confidential Information
19 shall be acknowledged in writing if such an acknowledgment is requested.

20 **10. USE OF CONFIDENTIAL INFORMATION**

21 Confidential Information shall not be used by any person, other than the
22 Producing Party, for any purpose other than prosecuting, defending or settling this
23 litigation. In no event shall Confidential Information be used for any business,
24 competitive, personal, private, public or other purpose, except as required by law.
25 Documents that are to be protected under this Stipulated Protective Order contain
26 information which the parties contend is confidential including research,
27 development, and commercial information that is valuable in the parties' respective
28 businesses. In this case, the good cause for keeping these documents confidential

1 includes the need to preserve the parties' current and/or future competitive
2 advantage. If third parties gain access to the confidential information, the parties'
3 businesses would suffer specific prejudice or harm because their competitive
4 advantage would be compromised or lost. This finding of prejudice is made for the
5 purpose of complying with Foltz v. State Farm Mutual Automobile Ins. Co., 331
6 F.3d 1122 (9th Cir. 2003).

7 **11. NO IMPLIED WAIVERS**

8 The entry of this Order shall not be interpreted as a waiver of the right to
9 object, pursuant to the Federal Rules of Civil Procedure, to the furnishing of
10 information in response to discovery requests or to object to a requested inspection
11 of documents or facilities. Neither the agreement to, nor the taking of any action in
12 accordance with the provisions of this Protective Order, nor the failure to object
13 thereto, shall be interpreted as a waiver of any claim or position or defense in this
14 action, or any other actions.

15 **12. MODIFICATION**

16 In the event any party hereto seeks a Court order to modify the terms of this
17 Order, said party shall make such request by written stipulation or noticed motion to
18 all parties that must be served and filed in accordance with local court rules.

19 **13. CARE IN STORAGE**

20 Any person in possession of Confidential Information produced by another
21 party shall exercise reasonable and appropriate care with regard to the storage,
22 custody, copying, and use of the Confidential Information to ensure that the
23 confidential and sensitive nature of same is maintained.

24 **14. NO ADMISSION**

25 Neither this Order nor the designation of any item as "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL" shall be construed as an admission that such material,
27 or any testimony concerning such material, would be admissible in evidence in this
28 litigation or in any other proceeding.

1 **15. NO APPLICATION**

2 Notwithstanding any other provision of this Order to the contrary, the
3 confidentiality obligations of this Order shall not apply, or shall cease to apply, to
4 any information that: (a) at the time of disclosure hereunder, was already lawfully in
5 the possession of the receiving party and was not acquired through discovery or
6 under any obligation of confidentiality; or (b) at the time of disclosure hereunder
7 was, or subsequently becomes, through no fault of the receiving party, a public
8 document or publicly available. Furthermore, nothing in this Order shall preclude
9 any party to this Order from disclosing or using any information or documents not
10 obtained pursuant to discovery, even though the same information or documents
11 may have been produced by a party and designated as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL” material.

13 **16. INADVERTENT PRODUCTION**

14 Nothing in this Order abridges applicable law concerning inadvertent
15 production of a document that the Producing Party believes contains attorney-client
16 communications, attorney work product, or otherwise privileged information.

17 **17. PARTIES’ OWN DOCUMENTS**

18 This Order shall in no way restrict the parties in their use of their own
19 documents and information, and nothing in this Order shall preclude any party from
20 voluntarily disclosing its own documents or information to any party or non-party.

21 **18. NO EFFECT ON OTHER RIGHTS**

22 This Order shall in no way abrogate or diminish any pre-existing contractual,
23 statutory, or other legal obligations or rights of any party with respect to
24 Confidential Information.

25 **19. EXECUTION IN COUNTERPARTS**

26 This agreement may be executed in counterparts. Facsimile signatures will be
27 considered as valid signatures as of the date hereof.

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20. EFFECT OF ORDER

This Order is binding on all parties to this litigation and shall remain in full force and effect until modified, superseded or terminated by consent of the parties or by Order of Court. This Court expressly retains jurisdiction over this action for enforcement of the provisions of this Order following the resolution of this litigation.

IT IS SO STIPULATED.

Dated: April 23, 2013

FITZPATRICK & HUNT,
TUCKER, COLLIER, PAGANO, AUBERT, LLP

By: /S/ James W. Hunt
James W. Hunt, Esq.
Darrell M. Padgett, Esq.
Attorneys for Defendants
UNITED TECHNOLOGIES
CORPORATION, PRATT & WHITNEY
ENGINE SERVICES, INC.

Dated: April 23, 2013

REILY & JEFFREY

By: /S/ Janine K. Jeffrey
James W. Hunt, Esq.
Oren Rosenthal, Esq.
Attorneys for Defendant
DELTA AIR LINES, INC.

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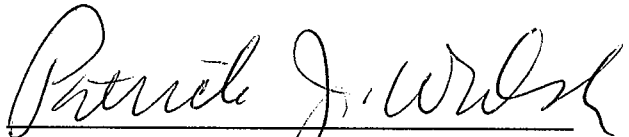
1 Dated: April 23, 2013

LAW OFFICE OF DOUG GRIFFITH

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4 By: /S/ Doug Griffith
5 Doug Griffith, Esq.
6 Attorneys for Plaintiffs
7 KIMBERLY J. JONES and IVAN
8 QUILES
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10 **IT IS SO ORDERED.**

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12 Dated: 4/29/13

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15 The Honorable Patrick J. Walsh
16 United States Magistrate Judge
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EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY J. JONES, et. al.,

Plaintiffs,

vs.

UNITED TECHNOLOGIES
CORPORATION, et. al.,

Defendants.

Case No. CV12-10991-DMG(PJWx)

Judge: Dolly M. Gee

**[PROPOSED] PROTECTIVE
ORDER**

CONFIDENTIALITY AGREEMENT

I, _____, declare under penalty of perjury
that:

1. I reside at _____;

2. My present employer is _____;

3. My present business address is _____;

4. My present occupation or job description is _____;

5. I have been engaged as a _____ on
behalf of _____ in the preparation and conduct of the
above-captioned litigation.

6. I am fully familiar with and agree to comply with and be bound by the
provisions of the Stipulated Protective Order (the "Order") and I attest to my
understanding that access to information designated as "CONFIDENTIAL"
["HIGHLY CONFIDENTIAL"] may be provided to me and that such access shall be
pursuant to the terms and conditions and restrictions of the Order. I understand and

1 acknowledge that failure to comply with the Order could expose me to sanctions and
2 punishment in the nature of contempt.

3 7. I understand that I am to retain all copies of any information designated
4 as "CONFIDENTIAL" ["HIGHLY CONFIDENTIAL"] in a secure manner, and that
5 all copies are to remain in my personal custody until this action is terminated or until
6 I have completed my assigned duties, whichever occurs earlier, whereupon the copies
7 and any writings prepared by me containing any information designated as
8 "CONFIDENTIAL" ["HIGHLY CONFIDENTIAL"] are to be destroyed or returned
9 to counsel who provided me with such material at the option of counsel.

10 8. I will not divulge to persons other than those specifically authorized by
11 said Order, and will not copy or use except solely for the purpose of this action, any
12 information designated as "CONFIDENTIAL" ["HIGHLY CONFIDENTIAL"]
13 obtained pursuant to said Order, except as provided in said Order. I also agree to
14 notify any stenographic or clerical personnel who are required to assist me of the
15 terms of said Order.

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

19 10. I declare under penalty of perjury under the laws of the State of
20 California and the United States of America that the foregoing is true and correct.

21
22 Executed on _____, 2013

Signature: