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NOTE CHANGES MADE BY THE COURT

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRYAN P. TROXLER and SUSAN J.
TROXLER,

Plaintiffs,

v.

COHNREZNICK LLP; REZNICK
GROUP, P.C.; WENDY R. LANGLAIS-
TILLERY,

Defendants.

CASE NO. 2:13-cv-00948-SS
[Hon. Suzanne H. Segal]

[Discovery Document: Referred to
Magistrate Judge Suzanne H. Segal.]

~~PROPOSED~~ PROTECTIVE
ORDER PUSUANT TO
STIPULATION

Trial Date: May 6, 2014
Complaint Filed: February 13, 2013

GOOD CAUSE STATEMENT.

The above-captioned action involves, among other things, personal tax returns and the relationship between the defendants. Disclosure of information concerning these issues, as well as others, may require the disclosure of private personal information, trade secrets, or non-public commercial, financial, research, development, technology, business planning, or other proprietary information. Therefore, consistent with the stipulation between defendants CohnReznick LLP, Reznick Group, P.C. and Wendy R. Langlais-Tille and plaintiffs Bryan P. Troxler and

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1 Susan J. Troxler, and in order to protect the confidentiality of confidential information
2 obtained by the parties in connection with the above-captioned action, the Court
3 hereby orders:

4 1. This Protective Order Pursuant to Stipulation (the "Protective Order")
5 shall govern the use, handling, and disclosure of all documents, testimony, or
6 information produced or otherwise disclosed ("Produced") in the above-captioned
7 action (the "Action") that is designated by the producing party as "Confidential" (as
8 defined in ¶ 3 below) ("Confidential Information").

9 2. "Confidential Information" means any documents, testimony, or
10 information that contain private personal information, including tax returns, financial
11 statements, banking and accounting records, and trust documents, trade secrets, or
12 constitutes non-public commercial, financial, research, development, technology,
13 business planning, or other proprietary information, including information related to
14 the combining of business entities, and the producing party designates as
15 "Confidential" and represents to be properly the subject of a protective order pursuant
16 to Federal Rules of Civil Procedure Rule 26.

17 3. A producing party shall designate a document or information, or a
18 portion of a document or information, as "Confidential" only if it has good faith belief
19 that the designated portion of the document or information contains private personal
20 information, trade secrets, or constitutes non-public commercial, financial, research,
21 development, technology, business planning, or other proprietary information.

22 4. A producing party shall designate Confidential Information in the
23 following manner:

24 a. At the time of Production, a document containing Confidential
25 Information shall be so designated by marking each page containing Confidential
26 Information with the legend "CONFIDENTIAL," and the producing party shall
27 contemporaneously notify the recipient in writing which portions (designated by
28 ///

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1 document control number) of the Produced document or information has been so
2 designated.

3 b. Any response to an interrogatory or request for admission that
4 contains Confidential Information shall be so designated by imprinting or affixing
5 "CONFIDENTIAL" next to or above the response.

6 c. Any of the parties may designate as containing Confidential
7 Information any testimony at a deposition or hearing, transcript pages, or exhibits that
8 contain Confidential Information by stating either designation on the record at the
9 deposition or hearing, or by written notice to counsel for the opposing parties no later
10 than fifteen (15) days after the receipt of the transcript of the deposition or hearing.

11 d. Any of the parties may designate as containing Confidential
12 Information testimony that is not transcribed by written notice to counsel for the
13 opposing parties no later than thirty (30) days after the testimony is given. Regardless
14 of whether any of the parties designates as containing Confidential Information
15 testimony that is not transcribed, all testimony that is not transcribed shall be treated
16 as Confidential Information until fifteen (15) days after the testimony is given.

17 5. A non-party witness may designate any document which it is producing
18 and which it believes contains confidential or proprietary business information and/or
19 trade secrets as "Confidential" pursuant to the terms of this Protective Order by
20 stamping it with such designation as detailed in Paragraphs 3 and 4 of this Protective
21 Order.

22 6. Documents, testimony, or information obtained through discovery in this
23 Action, which is designated as Confidential Information, may be used or disclosed
24 solely for the prosecution or defense of this Action.

25 7. A receiving party may disclose materials designated as "Confidential"
26 only to:

27 a. A party, director, partner, in house counsel, officer or employee
28 with knowledge of the facts underlying this matter of a party to this Action;

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- 1 b. Counsel of record for the parties or agents of such counsel,
2 including professionals or non-professionals assisting with the litigation of this matter;
3 c. Independent experts and consultants who are providing advice in
4 connection with the litigation or preparation for the trial of this litigation;
5 d. A non-party witness at any interview, deposition, hearing or trial in
6 this Action;
7 e. A court reporter or videographer recording testimony in this
8 Action;
9 f. The Court and its employees whose duties require access to the
10 Confidential Information;
11 g. Any mediator or settlement officer appointed by the Court or
12 agreed to by the parties;
13 h. Any other person only upon further express order of the Court or
14 written consent of the producing party; or
15 i. Any trier of fact, including the judge and jury.

16 8. Inadvertent failure to designate documents or other materials as
17 Confidential Information at the time of production shall not waive a party's right to
18 later make such a designation. However, no party shall be deemed to have violated
19 this Order, if, prior to notification of any later designation, such document or material
20 has been disclosed or used in a manner inconsistent with such later designation. Once
21 such a designation has been made, however, the relevant documents or materials shall
22 be treated as Confidential in accordance with this Order.

23 9. Subject to paragraph 12 hereof, the terms of this Protective Order apply
24 to any Confidential Information produced before or after it is entered, and the terms of
25 this Protective Order shall be binding upon the parties to this Action and their counsel,
26 as well as on any deponents or witnesses in this Action and their counsel.

27 10. If during the course of a deposition taken in this Action any questions are
28 to be asked or any answers are to be given containing Confidential Information or

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1 regarding any material designated "Confidential," then only persons designated in
2 paragraph 7(a), 7(b) and 7(c), the deponent (and the deponent's counsel in the case of
3 a separately represented non-party), and the court reporter and/or videographer shall
4 be allowed to be present during such portion of the deposition, and that portion of the
5 deposition shall be designated "Confidential." This paragraph shall not be deemed to
6 authorize disclosure of any Confidential Information to any person to whom
7 disclosure is prohibited under this Protective Order.

8 11. All parties and their attorneys and all deponents and trial witnesses and
9 their attorneys shall take all necessary and proper steps to preserve the confidentiality
10 of all Confidential Information. The designated material shall not be disclosed to
11 anyone other than in connection with this Action and shall not be disclosed by the
12 recipient to anyone other than those persons designated in paragraph 7. If material so
13 designated is disclosed to any person other than in the manner authorized in this
14 Protective Order, the party responsible for the disclosure will immediately, upon
15 learning of such disclosure, inform the designating party of all pertinent facts relating
16 to such disclosure and shall make every effort to prevent disclosure by each
17 unauthorized person who received such materials.

18 12. Before any disclosure of Confidential Information to any individual or
19 entity identified in sub-paragraphs 7(c)¹, (d), and (h) above, that individual or entity
20 will be given a copy of this Protective Order and shall acknowledge in writing, in the
21 form of the "Declaration and Undertaking" attached as Exhibit "A" hereto, that he or
22 she has received a copy of this Protective Order, has reviewed it and understands it,
23 and will comply with its terms in all respects. If any such person or entity refuses to
24

25
26 ¹ With respect to independent experts and consultants, there need only be one
27 Declaration and Undertaking executed by a representative of the experts' and/or
28 consultants' firm, which will thereby be deemed to be executed on behalf of the firm
and each of its employees, members, partners, shareholders, agents and/or
independent contractors, who view Confidential Information.

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1 sign such Declaration and Undertaking, all parties hereto, through their counsel of
2 record, agree to support any application to the Court that such witness be compelled to
3 abide by the terms of this Protective Order and/or that such witness be excused from
4 signing this Protective Order if the Court so determines. The named counsel of record
5 who have secured such a Declaration and Undertaking from any individual or entity
6 shall maintain it in his/her files until the conclusion of this action, including any
7 appeals. Absent the counsel of record's consent, a Declaration and Undertaking may
8 be discovered only by order of the Court for good cause shown, on written notice to
9 the Court.

10 13. In no event shall Confidential Information be left in the possession of the
11 witness. To the extent a witness testifies regarding such documents, counsel may
12 direct that any exhibits to the deposition transcript designated as Confidential be
13 excluded from the copy of the deposition transcript provided to the deponent.

14 14. The inadvertent, unintentional, or in camera disclosure or production of
15 designated and undesignated documents and information contained therein shall not
16 be deemed a waiver, in whole or in part, of any party's claims of attorney-client or
17 attorney work product privilege, provided that the producing party, within a
18 reasonable time, notifies the receiving party of its claim of privilege. After being
19 notified, a party must promptly return, sequester, or destroy the specified documents
20 or information and any copies. The producing party must preserve it pending a ruling
21 by the Court.

22 15. Nothing in this Protective Order shall be construed to prevent a party to
23 this Action from opposing the designation of materials to be delivered as
24 "Confidential." A party opposing the designation of materials to be delivered as
25 "Confidential" shall serve a written objection, including a statement of the ground for
26 objection, on the producing party. The producing party will have ten (10) days
27 following the receipt of the objection to withdraw its "Confidential" designation. If
28 the "Confidential" designation is not withdrawn, the objecting party may move the

following the procedures in local rule 37.865

1 Court for an order removing the designation). The party claiming confidentiality shall
2 bear the burden of establishing that the material in question in fact warrants protection
3 under the terms of this Protective Order. Until an objection has been resolved by
4 agreement of counsel, or in the event a motion has been filed as prescribed above, by
5 order of the Court, the designated material shall be treated as Confidential Information
6 and used only in accordance with the limitations set forth in this Protective Order.

7 16. If at any time any Confidential Information is requested by any court,
8 administrative agency, legislative body or other person or entity through subpoena or
9 other compulsory process, the person receiving such subpoena or compulsory process
10 (the "Receiving Party") shall as permitted by law give written notice to counsel for the
11 designating party that such a request has been received. The written notice shall
12 include the date of any proposed disclosure of such Confidential Information and such
13 other information necessary to permit the designating party to intervene and oppose
14 the disclosure of Confidential Information in response to that request. It shall be the
15 obligation of the designating party to obtain a court order or other lawful relief to
16 preclude or restrict production of any Confidential Information requested pursuant to a
17 subpoena or other compulsory process.

18 17. No party shall argue, question, or imply in any way, before a jury or
19 other trier of fact, that the designation of any Confidential Information as Confidential
20 under this Protective Order is improper or suspicious.

21 18. No later than sixty (60) days following the conclusion of all proceedings
22 in this Action, including but not limited to any appeals, all Confidential Information
23 received by any party, regardless of the form in which the information has been
24 stored, recorded, or preserved, shall, upon written request by the producing party, be
25 either returned to the producing party or destroyed under the supervision of counsel of
26 record for the recipient, with a certificate of destruction furnished to counsel for the
27 producing party, provided that counsel of record retain for its files, subject to the
28 continuing strictures of this Protective Order, copies of pleadings, affidavits, briefs,

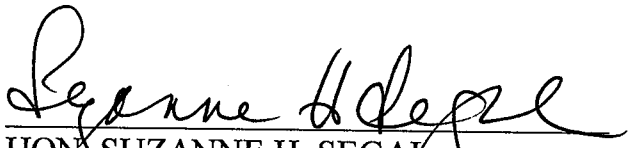
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1 and memoranda filed in this proceeding, transcripts of all depositions (with exhibits)
2 taken, and all of its own work product generated in connection with this action.

3 19. This Protective Order shall remain binding after the conclusion of this
4 litigation unless otherwise ordered by the Court, and the Court shall retain jurisdiction
5 over all parties and persons subject to this Protective Order for the purpose of
6 enforcing the provisions of this Protective Order and to enter such orders as may be
7 necessary to compel and impose sanctions for any violation. This Protective Order is
8 without prejudice to and does not impair the ability or rights of any party to move for
9 the lifting or modification of this Protective Order.

10 20. Nothing contained in this Protective Order and no action taken pursuant
11 to it shall prejudice the right of any party to contest the alleged relevancy,
12 admissibility or discoverability of any information or documents furnished pursuant to
13 the terms of this Protective Order.

14 DATED: 6/4/13


15
16 HON. SUZANNE H. SEGAL
17 United States Magistrate Judge

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1 I further understand that the Court has ordered that the documents marked
2 "Confidential" must be kept confidential. Violation of the Court's Order can be
3 punished by contempt of court, which can include monetary fines or even jail. If you
4 have any questions regarding the Court's Order or this notice, you are advised to
5 consult with legal counsel.

6 Executed this ___ day of _____, 2013.

7
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9 _____
Signature

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11 _____
Printed Name
On Behalf of Firm Name if Applicable

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Stipulation

13-cv-00948-SS Bryan P
Troxler et al v. Cohnreznick LLP
et al

JDAP_CONSENT

UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Tran, Trang on 6/3/2013 at 1:59 PM PDT and filed on 6/3/2013

Case Name: Bryan P Troxler et al v. Cohnreznick LLP et al

Case Number: 2:13-cv-00948-SS

Filer: Cohnreznick LLP

Document Number: 27

Document Text:

STIPULATION for Protective Order filed by defendant Cohnreznick LLP. (Attachments: # (1) Proposed Order Pursuant to Stipulation)(Tran, Trang)

13-cv-00948-SS Notice has been electronically mailed to:

Teris W Halling challing@hallingsokol.com

Garrett Fahy gfahy@cgdrblaw.com

Trang T Tran ttran@garrett-tully.com, bpena@garrett-tully.com

William G Lieb wlieb@hallingsokol.com

13-cv-00948-SS Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\Stipulation for Protective Order.pdf

Electronic document Stamp:

TAMP cacdStamp_ID=1020290914 [Date=6/3/2013] [FileNumber=15699721-0]
1ddbef52bcd24a8a527d66df3953c3771778b49ffc2e2631778b5fabf2d531bb7c5
36ca05405411faa0d216557554cc927d6a9178452d29bb192550955c2d]]

Document description:Proposed Order Pursuant to Stipulation

Original filename:C:\fakepath\[Proposed] Protective Order Pursuant to Stipulation.pdf

Electronic document Stamp:

TAMP cacdStamp_ID=1020290914 [Date=6/3/2013] [FileNumber=15699721-1]
6b935193f15247750288566f8ecd3529b7ee3d4ec17e9e8ad61576f7f361fcc16f1
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