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NOTE CHANGES MADE BY THE COURT

16 Attorneys for Defendants
 17 DIGITAL INTELLIGENCE SYSTEMS, LLC

18 UNITED STATES DISTRICT COURT
 19 CENTRAL DISTRICT OF CALIFORNIA

20 ARRIANNE HENRYHAND, on
 21 behalf of herself, all others similarly
 22 situated,

23 Plaintiff,

24 v.

25 DIGITAL INTELLIGENCE
 26 SYSTEMS, LLC, a Virginia limited
 27 liability corporation; DISYS
 28 INTELLIGENCE SYSTEMS, INC., a
 Virginia Corporation; DISYS
 SOLUTIONS, INC., a Virginia
 corporation, and DOES 1-50, inclusive,

Defendants.

Case No. CV13-2735 JAK (AGR~~x~~)

Assigned for all purposes to
The Honorable John A. Kronstadt

DISCOVERY MATTER

STIPULATION AND
~~PROPOSED~~ PROTECTIVE
ORDER

NOTE CHANGES MADE BY THE COURT

STIPULATION AND [PROPOSED]
PROTECTIVE ORDER

1 Plaintiff Arriane Henryhand (“Plaintiff”) and Defendant Digital Intelligence
2 Systems, LLC (“DISYS” or “Defendant”) (collectively the “Parties”), through their
3 respective counsel, hereby stipulate to the entry of an agreed protective order (the
4 “Protective Order”) set forth below:

5 1. The Parties represent that certain discovery materials to be
6 exchanged in this case, including documents, discovery responses, deposition
7 testimony and other discovery, will contain confidential non-public information of
8 a personal, financial, and/or commercial nature which may constitute a trade secret
9 or proprietary information. The Parties do not wish unreasonably to impede or
10 burden the discovery process but, at the same time, recognize an obligation to take
11 reasonable steps to safeguard legitimate privacy concerns. The Parties intend this
12 Protective Order to address these concerns.

13 2. The Parties understand that, pursuant to California law,
14 Defendant and/or third parties may have a privacy interest in certain business,
15 proprietary or personal information and that such information relating to current
16 and former employees of Defendant will be requested in discovery by Plaintiff.
17 The Parties enter into this Protective Order mandating that if any such business,
18 proprietary or private information is produced, it shall be produced under this
19 Protective Order. These steps are taken to protect proprietary, trade secret and/or
20 privacy interests from serious invasion in nature, scope or impact.

21 3. A party may designate as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” any documents, discovery
23 responses, electronic data, deposition transcripts, exhibits or other materials
24 produced or generated in this matter that it reasonably believes should be subject to
25 the terms of this Order. Material that may be designated as CONFIDENTIAL or
26 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY consists of documents
27 and information whose disclosure would create a risk of injury that could not be
28 avoided by less restrictive means, and includes, but is not limited to, contracts

1 between Defendant and third parties, customer information, personnel information,
2 and personal information of any current or former DISYS employee.

3 4. Designations in conformity with this Order may be made as
4 follows:

5 (a) for information in documentary form (other than deposition or
6 other transcripts), by stamping or labeling the first page of each such document
7 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
8 or by any other reasonable means of giving notice of the party’s intent to claim
9 protected status of the material in question;

10 (b) for testimony or exhibits offered in a deposition or other
11 proceeding, by notifying opposing counsel on the record during or within 14 days
12 of the conclusion of the proceeding that the information provided in the deposition
13 or other proceeding is considered CONFIDENTIAL or HIGHLY CONFIDENTIAL
14 – ATTORNEYS' EYES ONLY and that the transcript (or portions thereof) shall be
15 subject to the provisions of this Order; if practicable, portions of deposition
16 transcripts designated CONFIDENTIAL or HIGHLY CONFIDENTIAL –
17 ATTORNEY’S EYES ONLY shall be labeled as such and bound separately by the
18 Court Reporter; in addition, a party may reserve the right on the record during or at
19 the conclusion of the deposition or proceeding to make CONFIDENTIAL or
20 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY designations up to
21 thirty (30) days after receipt of the final transcript, and if such right is reserved in
22 conformity herewith, the information shall be treated as CONFIDENTIAL until
23 such designation is made or the thirty (30) day period expires (whichever occurs
24 first); and

25 (c) for information or items produced in other forms, by stamping
26 or labeling the exterior of the container(s) in which the information or item is stored
27 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
28 or by any other reasonable means of providing notice of the designations.

1 5. Documents and information designated CONFIDENTIAL in
2 accordance with this Order shall be used solely for the purpose of preparation, trial,
3 and/or appeal of this action, and, unless the Court rules otherwise, such documents
4 or information shall not be disclosed to any person other than (a) counsel of record
5 to any party to this Order; (b) the legal, clerical, paralegal, or other staff of such
6 counsel to this action employed during the preparation for and trial and appeal of
7 this action; (c) Plaintiff, so long as disclosure is reasonably necessary for purposes
8 of this litigation and she agrees to comply with and be bound by the terms of this
9 Order (but under no circumstances shall Plaintiff be shown payroll data or other
10 personal information pertaining to another employee of DISYS); (d) the principals,
11 officers, agents and employees of Defendant whom Defendant believes in good
12 faith have a need to review such documents or information; (e) persons retained by
13 either party to this Order to furnish expert services or advice or to give expert
14 testimony in this action (and their employees); (f) trial witnesses and court reporters
15 in this action; (g) deponents, but only those who had access to the documents or
16 information independent of this litigation and only so long as the disclosure is
17 reasonably necessary for purposes of this litigation; and (h) the Court, Court
18 personnel and jurors. CONFIDENTIAL documents or information disclosed to any
19 such person shall not be disclosed by him/her to any other person not included
20 within the foregoing subparagraphs (a) through (h) of this paragraph. Any personal
21 or private information of any non-party produced pursuant to this section shall be
22 retained in strict confidence by the party receiving such information, and shall not
23 be used or disclosed for any purpose or to anyone except in accordance with this
24 section and applicable state or federal law.

25 6. Documents and information designated HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY in accordance with this Order
27 shall be used solely for the purpose of preparation, trial, and/or appeal of this
28 action, and, unless the Court rules otherwise, such documents and information shall

1 not be disclosed to any person other than (a) counsel of record to any party to this
2 Order; (b) the legal, clerical, paralegal, or other staff of such counsel to this action
3 employed during the preparation for and trial and appeal of this action; (c) the
4 principals, officers, agents and employees of Defendant (including but not limited
5 to in-house counsel) whom Defendant believes in good faith have a need to review
6 such documents or information; (d) persons retained by either party to this Order to
7 furnish expert services or advice or to give expert testimony in this action (and their
8 employees); (e) trial witnesses and court reporters in this action; (f) deponents, but
9 only those who had access to the documents or information independent of this
10 litigation and only so long as the disclosure is reasonably necessary for purposes of
11 this litigation; and (g) the Court, Court personnel and jurors. HIGHLY
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY documents or information
13 disclosed to any such person shall not be disclosed by him/her to any other person
14 not included within the foregoing subparagraphs (a) through (g) of this paragraph.
15 Any personal or private information of any non-party produced pursuant to this
16 section shall be retained in strict confidence by the party receiving such
17 information, and shall not be used or disclosed for any purpose or to anyone except
18 in accordance with this section and applicable state or federal law.

19 7. Any person who is to obtain access to materials subject to this
20 Order pursuant to paragraph 3(e) and/or 4(d) shall prior to receipt of such material
21 (a) be informed by the party providing access to such material of the terms of this
22 Order; and (b) agree in writing to be bound by the terms of this Order by executing
23 the attached Agreement.

24 8. If counsel for a party herein shall hereafter desire to make
25 material subject to this Order available to any person other than those referred to in
26 paragraphs 5 and 6 above, such counsel shall, prior to any such disclosure,
27 designate the material involved, identify the person to whom he/she wishes to make
28 disclosure, and inform counsel for the opposing party of their desire. If the parties

1 are subsequently unable to agree on the terms and conditions of disclosure to
2 persons not enumerated in paragraphs 5 and 6, disclosure may be made only on
3 such terms as the Court may order, and the issue shall be raised strictly pursuant to
4 Local Rule 37.

5 9. A party in receipt of materials designated by another party as
6 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
7 shall not file such materials in the public record ^[an application to file] unless the party files the materials
8 under seal pursuant to the procedures set forth in Local Rule 79-5. The portions of
9 any pleadings, motion papers or other papers that contain summaries or quotations
10 of any CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY'S EYES
11 ONLY materials shall also be filed ^{with an application to file the materials} under seal in accordance with this Court's Civil
12 Local Rule 79-5. In the event that documents are filed under seal, the parties agree
13 to comply with the Local Rules concerning filing the appropriate supporting
14 documents to submit materials under seal.

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15 10. The provisions of this Order shall not terminate at the
16 conclusion of this action. Within sixty days after final termination of this action,
17 including any appeals, the parties shall destroy or return to counsel for a party that
18 produced materials subject to this Order originals and all copies of such materials.
19 At such time, each party must certify that the terms of this paragraph have been
20 complied with.

21 11. Nothing in this Order shall prevent any party or affected non-
22 party from using or disclosing that party's own documents or information,
23 regardless of whether or how such documents or information has been designated
24 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

25 12. Any material subject to this order, and which is otherwise
26 admissible, may be used at trial, ~~provided, however, that~~ the parties agree that they
27 will work with the Court to identify trial procedures that will protect and maintain
28 the non-public nature of material subject to this Order. Prior to the use at trial of

Adf

Information used at trial shall become public absent a separate court-6 order upon motion and sufficient cause shown.

STIPULATION AND [PROPOSED] PROTECTIVE ORDER

1 material subject to this Order, all stamps, labels, or other designations placed on the
2 material pursuant to this Order shall be removed.

3 13. Nothing herein constitutes or may be interpreted as a waiver by
4 any party of the attorney-client privilege, attorney work product protection, the
5 right of privacy, proprietary information or trade secret protection, or any other
6 privilege. Any party may request that the Court grant relief from any provision of
7 this Order. If a party disagrees with a designation of CONFIDENTIAL or
8 HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY that party must notify
9 the designating party of the disagreement by serving a letter requesting a
10 conference of counsel pursuant to Local Rule 37-1. If the parties are unable to
11 resolve the dispute at the Local Rule 37-1 conference of counsel, the parties shall
12 raise the dispute with the Court pursuant to the procedures set forth in
13 Local Rule 37-2. The documents or information that is/are the subject of the
14 confidentiality designation dispute shall remain under the protection of this Order
15 pending the Court's decision resulting from the Local Rule 37-2 filing. The parties
16 may correct initially erroneous confidentiality designations, or lack thereof, and at
17 their own expense, furnish to all counsel copies of the documents or other materials
18 for which there is a change in designation.

19 14. The inadvertent or unintentional disclosure by any party of
20 documents or information protected from discovery as an attorney-client
21 communication, work product or otherwise protected under Federal Rule of Civil
22 Procedure 26 (the "Privileged Material"), regardless of whether the information was
23 designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS'
24 EYES ONLY at the time of disclosure, shall not be deemed a waiver in whole or in
25 part of that disclosing party's claim of privilege, either as to the specific documents
26 or information disclosed or as to any other documents or information relating
27 thereto or on the same or related subject matter. The recipient of such Privileged
28 Material shall (i) return it, without retaining any copy of it, upon recognizing its

1 status, or within three (3) days from a demand (the "Demand") by the disclosing
2 party, whichever occurs first; (ii) destroy all summaries, notes, memoranda or other
3 documents (or the portions thereof) referring to such Privileged Material; and
4 (iii) not use such documents containing Privileged Material for any purpose until
5 further order of the Court. If the receiving party disputes the disclosing party's
6 Demand, the matter shall be presented by the disclosing party to the Court for
7 resolution pursuant to Local Rule 37. Further, if the recipient has already shared
8 such Privileged Material prior to recognizing its protected status or prior to a
9 Demand for its return, that recipient shall promptly notify the other affected
10 persons, and collect and return all copies.

11 15. Nothing in this Protective Order affects in any way, the
12 admissibility of any documents, testimony or other evidence at trial.

13 16. Nothing in this Protective Order shall be construed as
14 authorizing a party to disobey a lawful subpoena issued in another action.

15 Dated: August 19, 2013

JONES DAY

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By: /s/ George S. Howard, Jr.
George S. Howard, Jr.

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Attorneys for Defendants
DIGITAL INTELLIGENCE
SYSTEMS, LLC

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22 Dated: August 19, 2013

SETAREH LAW GROUP

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By: /s/ Shaun Setareh
Shaun Setareh

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Attorneys for Plaintiff
ARRIANNE HENRYHAND

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ORDER

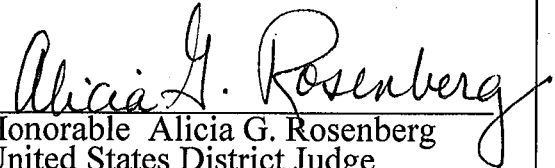
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The Parties having stipulated to the foregoing and good cause appearing, IT

STIPULATION AND [PROPOSED]
PROTECTIVE ORDER

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IS SO ORDERED.
Dated: Sept. 4, , 2013


Honorable Alicia G. Rosenberg
United States District Judge

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARRIANNE HENRYHAND, on
behalf of herself, all others similarly
situated,

Plaintiff,

v.

DIGITAL INTELLIGENCE
SYSTEMS, LLC, a Virginia limited
liability corporation; DISYS
INTELLIGENCE SYSTEMS, INC., a
Virginia Corporation; DISYS
SOLUTIONS, INC., a Virginia
corporation, and DOES 1-50, inclusive,

Defendants.

Case No. CV13-2735 JAK (AGRxx)

Assigned for all purposes to
The Honorable John A. Kronstadt

**AGREEMENT TO BE BOUND
BY PROTECTIVE ORDER**

1 I, _____, the undersigned, hereby acknowledge that
 2 I have received a copy of the Protective Order entered in the above-entitled action,
 3 and that I have read the Protective Order and agree to be bound by all of the
 4 provisions in it. I recognize that during my participation in this case, I may have
 5 occasion to read or hear matters that are designated CONFIDENTIAL or HIGHLY
 6 CONFIDENTIAL - ATTORNEYS' EYES ONLY. I agree not to disclose any such
 7 matter to any person not entitled to receive disclosure of same under the provisions
 8 of the Protective Order and to use any such matter solely in connection with my
 9 participation in this case. I also agree to return any materials protected by the
 10 Protective Order to counsel for the party that supplied me with such materials as
 11 soon as my participation in the case is concluded. I also agree to submit to the
 12 authority of this Court for enforcement of the Order.

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 14 Dated: _____, 2013. _____
 15 Print Name
 16 _____
 17 Print Address

18 LAI-3197283

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