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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

JOSE RODRIGUEZ,  
Plaintiff,

v.

SHEN ZHEN NEW WORLD I, LLC ET  
AL.,  
Defendants.

CASE NO.: CV 13-02959 RSWL (JCGx)

**[PROPOSED] ORDER RE:  
STIPULATED PROTECTIVE ORDER  
PRECLUDING DISCLOSURE OF  
CONFIDENTIAL AND/OR  
PROPRIETARY INFORMATION**

Discovery Document –Referred to  
Magistrate Judge Jay C. Gandhi

Complaint filed: March 12, 2013  
Trial Date: August 19, 2014

1 The Court having considered the Stipulated Protective Order and good cause  
2 appearing:

3 **IT IS HEREBY ORDERED THAT:**

4 The following provisions shall govern documents and information produced in  
5 this action:

6 1. Confidential Information. During discovery, any information or material  
7 within the scope of Rule 26(b)(1) of the Federal Rules of Civil Procedure including but  
8 not limited to, documents, deposition testimony, transcripts and accompanying exhibits,  
9 interrogatory answers, responses to request to admit and other written, recorded or  
10 graphic materials may be designated as “CONFIDENTIAL” by the person or entity  
11 producing, providing, filing or lodging it or by the Non-Parties or any Party to this  
12 action (“Designating Person”). “CONFIDENTIAL” information includes all  
13 information or material derived from it.

14 2. Highly Confidential Information. Highly confidential information may be  
15 designated as “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

16 3. Access to Confidential Information. The designation of any document as  
17 “CONFIDENTIAL” shall not preclude the Non-Parties or any Party from showing or  
18 providing a copy of the document to any person who appears as an author, addressee or  
19 recipient on the face of the document. Unless otherwise ordered by the Court or  
20 permitted in writing by the Designating Person, “CONFIDENTIAL” information shall  
21 not be otherwise used or disclosed for any purposes whatsoever, except in connection  
22 with the litigation of the action (including any appeal), and may be disclosed only to the  
23 following persons:

24 (a) the named Parties to this action and their officers, directors and/or  
25 employees and those employees employed as of the date the document was created who  
26 were in a position to have access to the document;

27 (b) the Parties’ counsel, including in-house counsel, and such counsel’s legal  
28 associates, paralegals, secretaries and offices staff;

1 (c) independent experts or consultants and their staffs specifically retained to  
2 assist counsel in this litigation provided that any such experts or consultants shall, prior  
3 to any disclosure, execute an undertaking to be bound by this Stipulation (in the form  
4 attached hereto as Exhibit A), which shall be maintained at the office of counsel  
5 retaining such expert or consultant and produced to opposing counsel at the conclusion  
6 of the action upon request;

7 (d) third parties specifically retained by counsel for Parties to this action (or  
8 their legal associates and their offices' staffs) for translating, copying or computer  
9 coding of documents but only for such translating, copying or computer coding purposes  
10 and provided that any such third parties, prior to any disclosure, execute an undertaking  
11 to be bound by this Stipulation (in the form attached hereto as Exhibit A) which shall be  
12 maintained at the office of counsel retaining such expert or consultant and produced to  
13 opposing counsel at the conclusion of the action upon request;

14 (e) the Court, court reporters and court officers pursuant to this Stipulation; and

15 (f) any witness shown the document in a deposition in this litigation

16 (g) any other witnesses or prospective witnesses.

17 4. Access to Highly Confidential Information. Unless otherwise ordered by  
18 the Court or permitted in writing by the Designating Person, information or items  
19 designated as "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" shall not be  
20 otherwise used or disclosed for any purposes whatsoever, except in connection with the  
21 litigation of the action (including any appeal), and may be disclosed only to the  
22 following persons:

23 (a) the Parties' counsel of record in this case, as well as employees of said  
24 counsel to whom it is reasonably necessary to disclose the information and who have  
25 executed an undertaking to be bound by this Stipulation (in the form attached hereto as  
26 Exhibit A);

27 (b) independent experts or consultants or translators and their staffs  
28 specifically retained to assist counsel in this litigation provided that any such experts or

1 consultants or translators shall, prior to any disclosure, execute an undertaking to be  
2 bound by this Stipulation (in the form attached hereto as Exhibit A), which shall be  
3 maintained at the office of counsel retaining such expert or consultant and produced to  
4 opposing counsel at the conclusion of the action upon request;

5 (c) third parties specifically retained by counsel for Parties to this action (or  
6 their legal associates and their offices' staffs) for translating, copying or computer  
7 coding of documents but only for such translating, copying or computer coding purposes  
8 and provided that any such third parties, prior to any disclosure, execute an undertaking  
9 to be bound by this Stipulation (in the form attached hereto as Exhibit A) which shall be  
10 maintained at the office of counsel retaining such third parties and produced to opposing  
11 counsel at the conclusion of the action upon request;

12 (d) The Court and its personnel;

13 (e) Outside court reporters and their staffs provided that they shall, prior to any  
14 disclosure, execute an undertaking to be bound by this Stipulation (in the form attached  
15 hereto as Exhibit A), which shall be maintained at the office of counsel retaining such  
16 court reporters and provided to opposing counsel at the conclusion of the action upon  
17 request; and

18 (f) The author or recipient of a document containing the material, or a  
19 custodian or other person who otherwise possessed or knew the information.

20 Non-Parties previously produced copies of document Bates labeled RIM 00173  
21 to RIM 00188 in which the names of certain individuals who allegedly accused  
22 Plaintiff of sexual harassment were redacted. It is anticipated that Non-Parties will  
23 produce unredacted copies or originals of these documents after entry of this  
24 Stipulated Protective Order. Notwithstanding the foregoing, even if said  
25 unredacted copies or originals are designated as "HIGHLY CONFIDENTIAL-  
26 ATTORNEYS' EYES ONLY," Plaintiff's counsel may disclose the unredacted copies or  
27 originals to Plaintiff.

1           5.   Copies of Confidential Information.   Copies and extracts of  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
3 information may be made by or for only those persons authorized herein to review such  
4 materials provided that all copies and extracts are appropriately marked as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”  
6 All copies and extracts of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
7 ATTORNEYS’ EYES ONLY” information are subject to the provisions of this  
8 Stipulation as though they were original “CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information.

10           6.   Custody of Confidential Information.   All documents containing  
11 information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
12 ATTORNEYS’ EYES ONLY” and notes or other records regarding that information  
13 shall be maintained in the custody of the Parties’ outside and/or in-house counsel and no  
14 partial or complete copies thereof containing “CONFIDENTIAL” or “HIGHLY  
15 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information shall be retained by  
16 anyone else at any location except that independent experts and consultants may retain  
17 documents on a temporary basis for purposes of study, analysis and preparation of the  
18 case.

19           7.   Designating Documents.   The designation of all or a portion of a document  
20 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
21 shall be made by placing such legend on each designated page of the document prior to  
22 production.   In the case of a document produced by a Non-Party that is not the  
23 Designating Person with respect to such document, Non-Parties and/or the Parties  
24 reserve their right to seek a protective order to deem such document “CONFIDENTIAL”  
25 or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” and subject to the terms  
26 of this Stipulation.

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1           8.     Designating Depositions.

2           (a)     Deposition transcripts or portions thereof may be designated as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
4 either: (i) at the deposition itself by request of any Party; or (ii) by captioned written  
5 notice to the reporter and all counsel of record given within ten calendar days following  
6 notice from the reporter that the transcript is available for review in which case all  
7 counsel receiving such notice shall be responsible for marking the copies of the  
8 designated transcript or portion thereof in their possession or control as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”  
10 Pending expiration of the ten court days, the deposition transcript shall be treated as if it  
11 had been designated “CONFIDENTIAL.”

12           (b)     Where testimony is designated at a deposition, the Designating Person may  
13 exclude from the deposition all persons other than those to whom the  
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
15 information may be disclosed under this Stipulation and Order.

16           (c)     Any Party may mark a deposition exhibit as “CONFIDENTIAL” or  
17 “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” and examine any witness  
18 thereon.

19           9.     Procedures for Filing Records under Seal.

20           (a)     Prior to lodging and/or filing any “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information or offering it for  
22 admission as evidence, the Party seeking to lodge and/or file the “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information or offer the  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
25 information for admission as evidence shall make a good faith effort to obtain an order  
26 from the court to allow submission of the “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information under seal in compliance  
28 with Rule 5.2(d) of the Federal Rules of Civil Procedure and Local Rule 79-5 as the

1 same may be applicable. In accordance with Local Rule 79-5.1, if any papers to be filed  
2 with the Court contain protected information, the proposed filing shall be accompanied  
3 by an application to file the papers or the portion thereof containing the protected  
4 information (if such portion is segregable) under seal. For motions, the parties should  
5 also file a redacted version of the motion and supporting papers.

6 (b) To the extent permitted by the Court, upon request of a Non-Party and/or  
7 Party, any hearing which may refer to or describe “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information may be held *in camera*.

9 (c) The court’s denial of a motion to seal brought pursuant to Rule 5.2(d) of the  
10 Federal Rules of Civil Procedure and Local Rule 79-5 shall not bar the filing, lodging or  
11 use of the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
12 ONLY” information or the offering of it for admission as evidence in connection with  
13 any motion, proceeding or trial in this matter and such filing, lodging or use of or  
14 offering in evidence of the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
15 ATTORNEYS’ EYES ONLY” information shall not constitute a breach of this  
16 Stipulation.

17 (d) Notwithstanding (a) above, upon written agreement and/or stipulation by  
18 the Non-Parties and/or Parties, specific “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information may be lodged and/or  
20 filed or offered for admission as evidence not under seal in connection with any motion,  
21 proceeding or trial in this matter and such use of or offering in evidence of the  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
23 information shall not constitute a breach of this Stipulation.

24 (e) The Non-Parties and Parties expressly agree that lodging and/or filing of  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
26 information with the Court not under seal shall not be deemed nor constitute a waiver of  
27 confidentiality under the terms of this Stipulation.

1 (f) The parties shall meet and confer regarding procedures for use of  
2 confidential materials at trial and shall move the Court for entry of any appropriate order  
3 as necessary.

4 10. Objections. The Non-Parties and/or Party may challenge the propriety of  
5 any designation under this Stipulation at any time. A challenge may be made by serving  
6 on all other Parties a captioned notice of objection which shall identify with particularity  
7 the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
8 ONLY” information as to which the designation is challenged, state the basis for each  
9 challenge and propose a new designation for each item. The challenged material shall  
10 be deemed re-designated as proposed by the challenging party unless, within ten (10)  
11 calendar days after service of said notice of objection, the Designating Person has  
12 initiated proceedings under L.R. 37-1 through L.R. 37-4 with respect to a motion for a  
13 protective order to maintain the original designation or to establish other confidentiality  
14 protections.

15 11. No Prejudice.

16 (a) Nothing in this Stipulated Protective Order shall abridge the right of any  
17 person to seek its modification by the Court in the future or preclude the Non-Parties  
18 and/or any Party from seeking and obtaining additional or different protection with  
19 respect to the confidentiality of any information or material. By stipulating to the entry  
20 of this Protective Order, no party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no party waives any right to objection on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 (b) This Stipulation shall not diminish any existing obligation or right with  
25 respect to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
26 ONLY” information, nor shall it prevent a disclosure to which the Designating Person  
27 consents before the disclosure takes place.



1 (c) The Non-Parties and Parties shall exert their best efforts to assert any  
2 claims of confidentiality prior to the disclosure of any discovery materials. The  
3 production of any document by any Party shall be without prejudice to any claim by the  
4 producing party that such material should have been designated as “CONFIDENTIAL”  
5 or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Claims of  
6 confidentiality may be asserted in writing and with particularity within a reasonable time  
7 after learning of such inadvertent or mistaken disclosure and such documents shall be  
8 treated as if the claim were made prior to disclosure. If within a reasonable time after  
9 such documents are inadvertently or mistakenly disclosed, the producing party asserts a  
10 claim that such documents are “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-  
11 ATTORNEYS’ EYES ONLY,” the receiving party shall take prompt steps to ensure that  
12 all known copies of such documents are returned promptly to the producing party for  
13 designation as such. The Non-Parties and/or Parties may thereafter contest such claims  
14 of confidentiality, as set forth herein.

15 12. Discovery Obtained By Other Means. This Stipulation is not applicable to  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
17 information if copies of such documents already have been obtained by the receiving  
18 party in a manner other than through discovery.

19 13. Final Disposition. Within 45 calendar days of the final termination of the  
20 action and at the written request of the designating or the producing person, all  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
22 information and all copies thereof shall be returned to counsel for the person that  
23 produced the material or destroyed. However, counsel may retain one copy of  
24 pleadings, attorney and consultant work product and depositions for archival purposes.

25 14. Subpoenas Seeking Confidential Material. If any person that has obtained  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”  
27 information under the terms of this Stipulation receives a subpoena commanding the  
28 production of any such “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-

1 ATTORNEYS' EYES ONLY" information, such person shall promptly notify the  
2 Designating Person of the service of the subpoena in order to afford the Designating  
3 Person an opportunity to object. The person receiving the subpoena shall not produce  
4 any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES  
5 ONLY" information in response to the subpoena without either the prior written consent  
6 of the Designating Person or a prior order of the Court in which the subpoena was  
7 served.

8 15. Improper Disclosure.

9 (a) The Non-Parties and Parties and their counsel shall have the duty to use  
10 reasonable care and precaution to protect the confidentiality of material covered by this  
11 Stipulation. If "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS'  
12 EYES ONLY" information submitted in accordance with the terms of this Stipulation is  
13 disclosed to any person other than in the manner authorized by the terms herein, the  
14 Party and person responsible for the disclosure must immediately bring all pertinent  
15 facts relating to such disclosure to the attention of the Non-Parties and the Party  
16 producing such information and, without prejudice to any other rights of the Designating  
17 Person, make every effort to prevent further disclosure by it or by the person(s) to whom  
18 such information was disclosed.

19 (b) The Non-Parties and Parties agree that the unauthorized disclosure of  
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY"  
21 information may cause irreparable injury to the non-breaching party and, accordingly, in  
22 the event of any breach or threatened breach of the provisions herein, the non-breaching  
23 party shall be entitled to seek immediate injunctive relief by way of *ex parte* hearing or  
24 otherwise as allowed by law or equity. The decision by the non-breaching party to seek  
25 such injunctive relief will be without prejudice to any other rights or remedies, legal or  
26 equitable, which the non-breaching party might have in the event of such a breach or  
27 threatened breach and neither the seeking by the non-breaching party of any such relief  
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1 nor the obtaining by the non-breaching party of any other such relief will be a waiver or  
2 release of any of the non-breaching party's other rights or remedies in such event.

3 16. Survival. The binding effect of this Stipulation shall survive termination of  
4 this action and the court shall retain jurisdiction to enforce the Stipulation. The terms of  
5 this Stipulation shall be binding upon the Non-Parties and Parties as a contract whether  
6 or not the Magistrate Judge assigned to this case signs the [Proposed] Stipulated  
7 Protective Order.

8 17. Stipulation. This Stipulation shall be deemed in full force and effect until  
9 the Court's approval of the terms of the Stipulation in the form of an Order and even in  
10 the absence of entry of said Stipulation as an Order and even if the Court makes any  
11 subsequent modifications thereto pursuant to entry of the Stipulation as an Order.

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13 **IT IS SO ORDERED.**

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15 Dated: February 28, 2014

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Hon. Jay C. Gandhi  
United States Magistrate Judge

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

1  
2 I, \_\_\_\_\_ [print or type full name], of  
3 \_\_\_\_\_ [print or type full address], declare under  
4 penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
5 Order that was issued by the United States District Court for the Central District of  
6 California on [date] in the case of Jose Rodriguez v. Shen Zhen New World I, LLC, et al.,  
7 Case No. CV 13-02959 RSWL (JCGx). I agree to comply with and to be bound by all  
8 the terms of this Stipulated Protective Order and I understand and acknowledge that  
9 failure to so comply could expose me to sanctions and punishment in the nature of  
10 contempt. I solemnly promise that I will not disclose in any manner any information or  
11 item that is subject to this Stipulated Protective Order to any person or entity except in  
12 strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for  
14 the Central District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this  
16 case.

17 I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full  
19 address and telephone number] as my California agent for service of process in  
20 connection with this case or any proceedings related to enforcement of this Stipulated  
21 Protective Order.

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

23 City and State where sworn and signed: \_\_\_\_\_

24 Printed Name: \_\_\_\_\_

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