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12 Attorneys for Plaintiff  
 13 MICHAEL FLYNN

14 UNITED STATES DISTRICT COURT  
 15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 MICHAEL FLYNN,  
 18 Plaintiff,  
 19 v.  
 20 TACO BELL CORPORATION and  
 21 DOES 1 through 100, inclusive,  
 22 Defendants.

) Case No.: CV-13-5346 RGK (PJWx)  
 ) **DISCOVERY MATTER**  
 ) [Magistrate Judge Patrick J. Walsh]  
 ) **STIPULATION AND [PROPOSED]**  
 ) **PROTECTIVE ORDER RE:**  
 ) **CONFIDENTIAL INFORMATION**  
 ) *Note Changes on p. 4-5*  
 ) Complaint filed: June 17, 2013

24  
 25 This Stipulation regarding Confidential Information (“Stipulation”) is  
 26 entered into by TACO BELL CORP. (“Defendant”) and its legal counsel and  
 27 MICHAEL FLYNN (“Plaintiff”) and his legal counsel (collectively “the Parties”).  
 28 In consideration for the producing party’s agreement to produce certain documents

1 during the course of discovery in United States District Court for the Central  
2 District of California, Case No.CV-13-5346 RGK (PJWx) (“the Lawsuit”), the  
3 Parties hereby agree that certain documents and other information disclosed shall  
4 be protected as follows:

5  
6 1. **Confidential Documents.** Confidential treatment shall be afforded to  
7 all documents reflecting the financial status, the business structure and the  
8 reorganization of Taco Bell International and/or any of its affiliates, as well as any  
9 other documents or records that potentially constitute or contain trade secret,  
10 commercially sensitive, proprietary and/or other confidential information, or  
11 implicate individuals’ right to privacy. These documents shall be stamped  
12 “Confidential” prior to production (hereafter “Confidential Documents”).  
13 Information regarding these same topics shall be deemed confidential as well.

14 2. **Restricted Disclosure of Confidential Documents.** Confidential  
15 Documents obtained by Plaintiff during the course of discovery shall be used by  
16 Plaintiff solely for the prosecution of claims in the Lawsuit. Absent written  
17 agreement by Defendant, Confidential Documents may not be shown, or their  
18 contents disclosed, to any person other than the following:

19 (a) legal counsel of Plaintiff, and the necessary paralegal, secretarial and  
20 clerical personnel employed by legal counsel, including court reporters;

21 (b) the Court in the Lawsuit, including any courtroom personnel, judge,  
22 referee, settlement judge, and paneled or selected jury at trial, only after  
23 compliance with Paragraph 6(g) of this Order;

24 (c) Plaintiff and employees of Defendant, provided that in advance of  
25 such disclosure, counsel for Plaintiff shall inform such individuals of the terms of  
26 the Stipulation and deliver to such individuals a copy of the Stipulation and a  
27 Consent to Be Bound form, attached hereto as Exhibit “A,” which shall be read  
28 and signed, and a copy of which shall be retained by Plaintiff’s counsel. However,

1 a deponent at a deposition in this litigation may be shown or given access to  
2 Confidential Documents during the deposition without acknowledging this  
3 Protective Order in writing, provided that Counsel who asserts the information is  
4 confidential advises the deponent that: (1) the Confidential Documents are subject  
5 to a Protective Order issued by the Court; (2) the Protective Order prohibits  
6 disclosure of such information, and the deponent shall not disclose the Confidential  
7 Documents or information contained therein to anyone outside the deposition; and  
8 (3) the deponent must return any copies of Confidential Documents after the  
9 deposition to the attorney who provided the material;

10 (d) mediators retained in the action;

11 (e) expert witnesses retained in the action; and

12 (f) persons who counsel believes to be percipient witnesses provided that  
13 in advance of such disclosure, Plaintiff's counsel shall inform such persons of the  
14 terms of the Stipulation and deliver to such persons a copy of the Stipulation with a  
15 Consent to Be Bound form, attached hereto, which shall be read and signed by  
16 each such person, and retained by Plaintiff's counsel.

17 3. **Challenge to "Confidential" Designation.** Plaintiff may, at any  
18 time, serve an objection to the designation of any documents as "Confidential."  
19 The objection submitted shall set forth completely the basis for challenging the  
20 "Confidential" designation. Within 10 calendar days of service of such an  
21 objection, the Parties shall meet and confer in an attempt to resolve the dispute  
22 arising from the objection. If after such meeting the dispute remains unresolved,  
23 Plaintiff may file a motion with the Court for an order that the documents in  
24 question should not be treated as "Confidential." Any "Confidential" documents  
25 identified in any such motion shall be lodged with the Court so as to ensure that  
26 they are not made public or otherwise made publicly available. Defendant shall  
27 have the right to oppose such a motion, and the Court will then decide the issue.

28

1 Pending a final resolution of any objection to any designation, the documents  
2 and/or information shall be treated as "Confidential."

3 **4. Confidential Information and Documents at Depositions.**

4 Whenever counsel for a Party deems that any question or line of questioning calls  
5 for the disclosure of information that should be treated as confidential, or when  
6 Confidential Documents are used during or in connection with a deposition,  
7 counsel may: (i) state on the record that such information and/or documents are  
8 being designated as "Confidential"; or (ii) give written notice to all other counsel  
9 that such information and/or documents are being designated as "Confidential"  
10 within twenty-one (21) days after receiving a copy of the deposition transcript.  
11 Only those portions of the transcript of the deposition designated "Confidential"  
12 shall be so treated, except that all copies of deposition transcripts that contain  
13 designated Confidential Documents and/or information shall be prominently  
14 marked "Confidential," and when filed with the Court, in whole or in part, shall be  
15 filed under seal. For convenience, if a deposition transcript contains repeated  
16 references to confidential information that cannot be conveniently segregated from  
17 non-confidential information, any party may request that the entire transcript be  
18 designated "Confidential." To avoid any inadvertent disclosure of confidential  
19 information, all deposition transcripts and exhibits shall be treated as Confidential  
20 for twenty-one days after copies of the transcript are available.

21 **5. Filing of Confidential Documents.** This Stipulation does not  
22 ~~necessarily require~~ <sup>authorize</sup> the filing of Confidential Documents ~~to be~~ under seal. See, L.R. 79-5.

23 However, at least 10 calendar days before filing any document marked  
24 "Confidential" with the Court, Plaintiff's counsel must provide written notice of  
25 intent to file such Confidential Documents to counsel for Defendant via email,  
26 facsimile and letter. Within 5 calendar days of this notice, the Parties shall meet  
27 and confer in an attempt to resolve any dispute related to the filing. If after such  
28 meeting a dispute remains, <sup>a party may</sup> ~~Plaintiff must either file the Confidential Documents~~

This Order does not authorize Counsel to file documents under seal. L.R. 79-5 controls the filing of documents under seal.

1 ~~under seal, or~~ file a motion with the Court for an order that the Confidential PJW  
2 Documents in question ~~need not~~ be filed under seal. <sup>Either party</sup> Defendant shall have the right  
3 to oppose such a motion, and the Court will then decide the issue. ~~If Plaintiff files~~  
4 ~~such a motion, the Confidential Documents that are the subject of the motion must~~  
5 ~~be filed under seal, and the hearing shall be in camera.~~

6 **6. Confidential Documents and Information at Trial.** The extent and  
7 manner in which any Confidential Documents and/or confidential information may  
8 be used at trial shall be decided by the Court at the final pretrial conference after  
9 all Parties have had an opportunity to be heard. Nothing herein shall be construed  
10 to effect in any manner the admissibility as evidence of any information or  
11 document.

12 **7. Return of Confidential Documents.** All Confidential Documents,  
13 and copies of Confidential Documents, shall be returned to Defendant's counsel at  
14 the termination of the Lawsuit or destroyed.

15 **8. Enforcement.** In the event that Plaintiff or his counsel breaches any  
16 provision of the Stipulation, Defendant shall have, in addition to and without  
17 limiting any other remedy or right it may have at law or in equity, the right to a  
18 temporary and permanent injunction restraining any such breach, without any bond  
19 or security being required. Defendant shall be entitled to recover its reasonable  
20 attorneys' fees and costs in the event it prevails in a proceeding to enforce any of  
21 the provisions of the Stipulation. Plaintiff agrees to submit to the jurisdiction of the  
22 United States District Court for the Central District of California with respect to  
23 any action to enforce this Stipulation.

24 **9. Miscellaneous.**

25 a. **Use by Producing Party.** This Stipulated Protective Order has no  
26 effect upon, and shall not apply to, a Party's use or disclosure of its own  
27 Confidential Documents or confidential information for any purpose.

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1           b.    Stipulation Effective Immediately. This Stipulation shall be binding  
2 upon the Parties upon their signature hereto, and by signing hereto each Party  
3 agrees to comply with the terms of this Stipulation and to be bound thereby, even  
4 prior to the Court's entry of the proposed Protective Order based upon this  
5 Stipulation, and even if the Court does not enter the proposed Protective Order  
6 based upon this Stipulation. In the event that the Court does not enter the Proposed  
7 Protective Order based upon this Stipulation, the parties shall in good faith  
8 negotiate any terms that the Court finds objectionable.

9           c.    Counterparts. The Stipulation may be executed in one or more  
10 counterparts, each of which shall be deemed an original, but all of which together  
11 shall constitute one and the same instrument. Furthermore, signatures delivered via  
12 facsimile or electronic transmission shall have the same force, validity and effect  
13 as the originals thereof.

14           d.    Entire Agreement. The Stipulation constitutes an integrated contract  
15 expressing the final, entire and exclusive agreement between the parties and  
16 supersedes any and all prior and contemporaneous agreements, representations,  
17 negotiations, communications and understandings of the parties, oral or written,  
18 other than any agreements Plaintiff may have signed during his employment with  
19 Defendant.

20           e.    Severability. If any clause, provision, covenant or condition of the  
21 Stipulation is unenforceable, illegal or invalid, the remaining provisions shall  
22 nevertheless be carried into effect.

23           f.    Successors and Assigns. The Stipulation shall be binding upon and  
24 inure to the benefit of the Parties hereto and their respective shareholders, partners,  
25 directors, officers, heirs, successors, representatives and assigns.

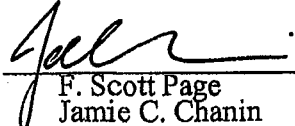
26           g.    California Law. The Stipulation is made and entered into in the State  
27 of California and shall be interpreted, applied and enforced under and pursuant to  
28 the laws of the State of California.

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h. Amendment. This Stipulation may be amended by the Parties by a stipulation signed by counsel for both of the Parties, which shall then be approved by the Court.

*March 28, 2014*  
DATED: ~~September~~, 2013

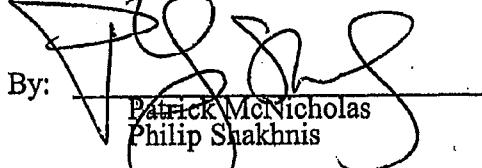
SEYFARTH SHAW LLP

By:   
F. Scott Page  
Jamie C. Chanin

Attorneys for Defendant  
TACO BELL CORP.

*March*  
DATED: ~~September 24~~, *2014*  
~~2013~~

McNICHOLAS & McNICHOLAS LLP

By:   
Patrick McNicholas  
Philip Shakhnis

Attorneys for Plaintiff  
MICHAEL FLYNN

*Dated 4/2/14*

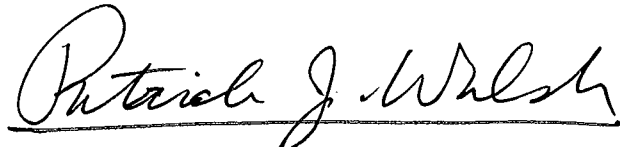
  
PATRICK J. WALSH  
U.S. MAGISTRATE JUDGE

EXHIBIT A  
CONSENT TO BE BOUND

I, \_\_\_\_\_, declare:

1. I have read the attached Stipulation and Protective Order in the litigation between plaintiff Michael Flynn and defendant Taco Bell Corp. (the "Order").

2. I am familiar with the contents of the Order and agree to comply with and be bound by the provisions thereof.

3. I will hold in confidence, will not disclose to anyone other than those specifically authorized by the Order, and will not copy or use except solely for the purposes of this litigation, and only as expressly permitted by the terms of the Order, any information designated as "Confidential" that I receive or view in this action.

4. I understand that I am to retain all copies of any documents or materials designated "Confidential" in a secure manner, and that all copies are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials are to be returned immediately to counsel who provided me with such material.

5. By signing below, I hereby agree to submit to the jurisdiction of the United States District Court for the Central District of California, as the sole and exclusive venue for resolving any and all disputes regarding the Order and this Consent to Be Bound.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_ (city, state).

\_\_\_\_\_  
(Signature)