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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANIEL AMBRIZ, on behalf of
himself, all others similarly situated,

Plaintiff,

v.

THE COCA-COLA COMPANY, a
Delaware corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. CV 14-715 SVW (FFMx)

**[PROPOSED] ORDER GRANTING
STIPULATION REGARDING
CONFIDENTIAL MATERIAL**

Ctrm: E
Judge: Hon. Frederick F. Mumm

WHEREAS, the Court may enter a protective order upon a showing of good cause.

WHEREAS, the parties seek to exchange discovery that is of a confidential, proprietary, or private nature for which special protection from public disclosure and use for any purpose other than prosecuting this litigation would be warranted.

WHEREAS, the parties believe in good faith that certain documents to be produced in this litigation may be classified as described above, specifically including, without limitation, employee payroll data, personnel data, and/or Defendant’s internal documents regarding its policies, practices or strategies.

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2 **WHEREAS**, Defendant contends that such discovery, if disclosed, will have
3 the effect of violating privacy rights of putative class members.

4 **WHEREAS**, the parties only seek to stipulate and enter into a protective order
5 that is limited to the discovery as described in this Stipulation.

6 Accordingly, IT IS HEREBY STIPULATED AND AGREED, by and between
7 Plaintiff DANIEL AMBRIZ (“Plaintiff”) and Defendant THE COCA-COLA
8 COMPANY (“Defendant”) (collectively, the “Parties”), through their undersigned
9 counsel, that this Court, subject to the Court finding good cause pursuant to Federal
10 Rule of Civil Procedure 26(c), enter the following Stipulated and Proposed Protective
11 Order Regarding Confidential Discovery Material (“Stipulated Protective Order”)
12 with respect to pre-trial discovery. This Stipulated Protective Order will govern a
13 limited set of documents and information produced by the Parties in response to
14 discovery requests in this action, Case No. 2:14-CV-00715-SVW-FFM (“discovery
15 material”), as described in Section I.A of this Stipulation.

16 **I. DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

17 A. During the course of litigation, either party may seek to have discovery
18 material classified as “confidential.” Any party (“designating party”) may designate
19 as confidential any discovery material if the party in good faith believes that it
20 contains confidential personal or commercial information, specifically including any
21 non-public employee payroll data, employee personnel data, or Defendant’s internal
22 documents regarding its policies, practices, trade secrets, proprietary information or
23 business strategies. Discovery material that is so designated is referred to herein as
24 “Confidential Material.” The designating party will mark each page “Confidential” of
25 any document designated as such. Information produced in electronic format will be
26 marked “Confidential” on the medium on which it is produced (e.g., disk, hard drive,
27 email, etc.) The designation will be made to avoid obscuring or defacing any portion
28 of the discovery material. Should any party, counsel for any party, or any person not a
party to this action, who obtains access to any Confidential Material make copies of or

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2 from such material, the material will also be designated Confidential and all
3 references in this Stipulated Protective Order will be deemed to apply to such copies.
4 Deposition testimony based on information designated Confidential will be identified
5 as such either by a statement on the record at the deposition or by marking as
6 Confidential documents or selected pages of documents containing such testimony. If
7 either party, through inadvertence, fails to designate discovery material as
8 Confidential, but thereafter determines that such discovery material should have been
9 so designated, it promptly will provide written notice of the Confidential designation,
10 and to the extent practicable, the discovery material will be treated as Confidential
11 Material from the date of receipt of such notice. Likewise, if a party designates
12 discovery material Confidential and later determines that such discovery material
13 should not have been so designated, it will promptly provide written notice of the
14 removal of the designation along with a duplicate copy of the discovery material
15 without the Confidential marking.

16 B. All Confidential Material and any portion thereof, including copies
17 thereof, will be deemed confidential and will be for use in these proceedings only,
18 including purposes related to the resolution of the claims asserted in the action, such
19 as the mediation, negotiation, and/or voluntary arbitration of one or more of the
20 asserted claims. Such Confidential information shall not be used for any other
21 purpose, including, without limitation, other commercial or business use or use in
22 other litigation.

23 C. All Confidential Material and any portion thereof, including copies
24 thereof, and any information derived therefrom will not be disclosed in any way to
25 anyone other than: (a) the Court and Court personnel; (b) the Parties' counsel and
26 their staff; (c) stenographic reporters; (d) the named parties; and the following,
27 provided that they expressly agree to be bound by the terms of this Stipulated
28 Protective Order by executing the form attached as Exhibit A (discussed below in
section II): (1) any current or former officers, directors, or employees of the Parties

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2 who are needed to assist their counsel in this action; (2) any expert or consultant
3 retained in connection with this action; (3) witnesses and potential witnesses at, and in
4 preparation for, deposition, trial, or hearing herein, and (4) outside vendors who
5 perform data entry or similar clerical functions. Confidential Material may not be
6 disclosed to any other person or entity without the prior written consent of the
7 designating party or order of the Court. Any disclosure should be only to the extent
8 reasonably necessary for the effective prosecution and defense of the claims in this
9 action and for no other purpose.

10 **II. CONDITIONS OF DISCLOSURE**

11 A. As set forth in section I.C. above, prior to the disclosure of Confidential
12 Material or any information contained therein to the persons qualified to receive it but
13 required to execute Exhibit A, counsel for the requesting party will secure from each
14 such person the signed Exhibit A, which provides that he or she has read this
15 Stipulated Protective Order, that he or she will not divulge any Confidential Material
16 or any information contained therein except in the preparation, trial, or appeal of this
17 action and in accordance with the terms and conditions of the Stipulated Protective
18 Order, and that he or she will not use the material for any other purpose.

19 B. Confidential Material will be copied by only the Parties' counsel in this
20 action or by personnel or outside vendors assisting such counsel and for only purposes
21 permitted by this Stipulated Protective Order, and control and distribution of
22 confidential material and copies thereof will be the responsibility of such counsel,
23 who will maintain all written assurances executed by such persons as provided in
24 sections I.C. and II.A.

25 C. The restrictions set forth in this Stipulated Protective Order will not apply
26 to: (a) information that was, is, or becomes public knowledge through its authorized
27 release by a person or entity who rightfully obtained and possesses such information
28 during the normal course of business, and not in violation of this Stipulated Protective
Order; or (b) Defendant (or its affiliates), with respect to its own information or

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2 information received or created during the normal course of its own business.
3 Whether information that becomes a matter of public record in any other manner may
4 still be subject to protection as confidential will be determined according to the
5 standards and procedures set forth herein. The owner of Confidential Material will be
6 able to seek protection of that information in accordance with the provisions of this
7 Stipulated Protective Order.

8 **III. PROTECTING CONFIDENTIAL INFORMATION AT DEPOSITIONS**

9 A. To designate confidential information in testimony, the designating party
10 will (a) make an oral statement to that effect on the record, or (b) notify the recipient
11 in writing at any time up to 30 days after receipt of the transcript.

12 B. If any Confidential Material is marked as an exhibit in a deposition, or its
13 contents are disclosed, wholly or partially, in the course of the testimony at such
14 deposition, counsel for the Parties will (a) advise the reporter that the exhibit(s) refer
15 to Confidential Material or (b) notify the recipient in writing at any time up to 30 days
16 after receipt of the transcript. In either case, the exhibit itself, as well as the portions
17 of the transcript containing such disclosure, will be marked Confidential and will be
18 deemed Confidential Material. To this end, the reporter will not furnish copies thereof
19 to anyone other than counsel of record for the Parties herein, and, if so requested by
20 such counsel, the witness and the witness' counsel.

21 **IV. USE OF CONFIDENTIAL INFORMATION IN COURT FILINGS**

22 In accordance with Central District of California Civil Local Rule 79-5.1, if any
23 papers to be filed with the Court contain information and/or documents that have been
24 designated as "Confidential Material," the proposed filing shall be accompanied by an
25 application to file the papers or the portion thereof containing the designated
26 information or documents (if such portion is segregable) and if appropriate, the
27 application itself under seal; and the application shall be directed to the judge to whom
28 the papers are directed. For motions, the Parties shall publicly file a redacted version
of the motion and supporting papers.

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2 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

3 If at any time during this litigation a party disputes the designation of discovery
4 material as Confidential, the objecting party will notify the designating party in
5 writing of such dispute and request a conference for the parties to confer in a good
6 faith effort to resolve the dispute. It shall be the responsibility of counsel for the
7 objecting party to arrange for this conference. The objecting party's notice will
8 identify the material in dispute and explain the basis for the objection. Counsel for the
9 designating party shall confer with counsel for the objecting party within ten (10)
10 calendar days after the objecting party serves a letter requesting such conference. If
11 counsel are unable to settle their differences, they shall formulate a written stipulation
12 ("Joint Stipulation") setting forth their respective positions on the confidentiality of
13 the information at issue. The Joint Stipulation shall be filed and served with the
14 notice of motion. The preparation of any joint stipulation shall be in accordance with
15 Central District of California Civil Local Rule 37-2.2. Any hearings related to the
16 dispute shall be set in accordance with Central District of California Civil Local Rule
17 37-3. After the Joint Stipulation is filed, each party may file a supplemental
18 memorandum of law not later than fourteen (14) days prior to the hearing date.
19 Unless otherwise ordered by the Court, a supplemental memorandum shall not exceed
20 five (5) pages in length. No other separate memorandum of points and authorities
21 shall be filed by either party in connection with the motion. Throughout the dispute
22 resolution procedure in this paragraph, the designating party will have the burden of
23 demonstrating that the material at issue is properly designated as confidential under
24 applicable law. In the event of a dispute over the confidentiality of particular material,
25 the Parties will continue to treat the disputed discovery material as confidential until
26 the dispute is resolved.

27 **VI. NON-PARTY SUBPOENAS**

28 If any party receives a subpoena from any non-party to this Stipulated Protective
Order seeking production or disclosure of Confidential Material, that party (the

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2 “subpoenaed party”) will give notice, as soon as practicable and in no event more than
3 three business days after receiving the subpoena and at least five business days before
4 providing materials responsive to the subpoena, to counsel for the designating party,
5 which notice will enclose a copy of the subpoena, such that the designating party may
6 assert its rights, if any, to non-disclosure. Nothing in this Order shall be construed as
7 authorizing a party to disobey a lawful subpoena issued in another action.

8 **VII. NO RESTRICTIONS**

9 Nothing in this Stipulated Protective Order will: (a) restrict any party with respect to
10 their own documents or information; (b) restrict any party’s rights with regard to
11 discovery material that has not been designated as Confidential; (c) prejudice any
12 party’s rights to object to the production or disclosure of documents or other
13 information that it considers not subject to discovery; (d) restrict the scope of
14 discovery that can be sought by any party or deemed permissible by the Court; or (e)
15 prejudice any party’s right to seek, either by agreement or by application to the Court,
16 greater or lesser protection than that provided herein, or modification of the terms of
17 this Stipulated Protective Order. Nothing in this Stipulated Protective Order will be
18 deemed to be a limit on or waiver of the attorney-client privilege, work product
19 privilege, or any other relevant privilege. Nothing in this Stipulated Protective Order
20 will be deemed an agreement by either party to produce certain types of documents
21 and/or information.

22 **VIII. RETURN OF CONFIDENTIAL MATERIALS**

23 Within 60 days after the conclusion of this action, including any appeals, any party
24 having received Confidential Material will return or destroy it, and will provide a
25 declaration to the producing party stating the same and affirming that all reasonable
26 steps were taken to ensure the return or destruction of any copies provided to third
27 parties. Provided, however, that counsel for either Party may, upon written notice,
28 retain one copy of documents produced exclusively for the purposes of complying
with document retention policies and not to be used for any other purposes. At the

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2 end of that document retention period, counsel will provide written notice that this
3 copy has been destroyed. This provision will not apply to court filings or file copies
4 of pleadings, briefs or correspondence maintained by the Parties' respective counsel in
5 the ordinary course of business.

6 **IX. BINDING EFFECT**

7 This Stipulated Protective Order will remain in full force and effect at all times during
8 which any party to this Stipulated Protective Order or any person having executed the
9 attached Exhibit A retains in his, her, or its possession, custody or control of any
10 Confidential Material.

11 **X. ADDITIONAL PARTIES TO LAWSUIT**

12 If other parties are added to this action, no Confidential Material previously
13 exchanged, produced, or used herein will be disclosed to such other parties or their
14 counsel except upon their agreeing to be bound by the provisions of this Stipulated
15 Protective Order. This provision does not prejudice any party's rights to otherwise
16 object to the production or disclosure of Confidential or non-confidential documents
17 or other information to a party added to this action.

18 **XI. ADDITIONAL RIGHTS**

19 This Stipulated Protective Order is without prejudice to the right of any party to move
20 the Court for an order for good cause shown for protection of Confidential Material
21 sought by or produced through discovery, which protection is different from or in
22 addition to that provided for in this Stipulated Protective Order, and such right is
23 expressly reserved.

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Having read and considered the Stipulation Regarding Confidential Material, and for good cause shown:

The Court hereby **GRANTS** the Stipulation Regarding Confidential Material.

IT IS SO ORDERED.

Dated: July 2, 2014 /S/ FREDERICK F. MUMM
HONORABLE FREDERICK F. MUMM
UNITED STATES DISTRICT JUDGE

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