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 CENTRAL DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ROBERT SHIBUYA,

Plaintiff,

v.

UGL LIMITED; DTZ, INC.; and
 DOES 1 THROUGH 50, inclusive,

Defendants.

Case No. 2:14-cv-02683-SJO-PJW

~~PROPOSED~~ PROTECTIVE ORDER

Hon. S. James Otero
 Hon. Patrick J. Walsh

[PROPOSED] PROTECTIVE ORDER

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[PROPOSED] PROTECTIVE ORDER

To adequately protect the confidentiality of documents and other information obtained in the course of discovery in this action, to expedite the flow of discovery materials, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, and to ensure that the parties are permitted reasonable necessary uses of such materials in preparation for and in the conduct of trial, pursuant to Fed. R. Civ. P. 26(c), it is hereby ORDERED THAT:

DEFINITIONS

1. The term "Confidential Information" shall mean and include any information disclosed in this litigation, regardless of the medium or manner in which it is generated, stored, maintained, or produced (including, among other things, testimony, transcripts, documents and other tangible things), which constitutes trade secret, proprietary, or sensitive information of a party, including but not limited to financial data, research and development information; customer and supplier information; company personnel information; marketing strategies and information; strategic business information (including but not limited to business plans, forecasts, cost information, or logistical information); and any other information that affords the disclosing party an actual or potential economic advantage over others.

2. The term "Outside Counsel" shall mean outside counsel retained by a party in connection with this matter, including paralegals, secretaries, and other support staff employed by such outside counsel.

DESIGNATION

3. Each party to this litigation may designate information as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY" if, in the good faith belief of such party and its counsel, the materials fall within the Confidential Information definition herein and the disclosure of such information (including, in the case of "CONFIDENTIAL - FOR COUNSEL ONLY," disclosure to anyone other than outside counsel) could be prejudicial to the business or operations of such party, or would

1 violate court orders and/or confidentiality restrictions involving parties not involved in
2 this litigation.

3 4. To designate as "CONFIDENTIAL" or "CONFIDENTIAL - FOR
4 COUNSEL ONLY," the producing party must mark each page of the document with the
5 appropriate designation before producing it. However, for documents produced by
6 another party or a non-party, or any documents produced prior to entry of this Protective
7 Order, a party can assert confidentiality through correspondence to all other parties that
8 specifically identifies each document that will receive a confidentiality designation.

9 5. Deposition testimony and/or deposition exhibits shall be designated on the
10 record during the deposition whenever possible. A party may also designate such
11 testimony and exhibits after transcription of the proceedings; a party shall have until
12 twenty (20) days after receipt of the deposition transcript to inform the other party or
13 parties of the portions of the transcript so designated.

14 6. The disclosing party shall have the right to exclude from attendance at
15 deposition, during such time as information designated as "CONFIDENTIAL - FOR
16 COUNSEL ONLY" is disclosed, any person other than the deponent, Outside Counsel,
17 the court reporter, the videographer, and the person(s) agreed upon pursuant to paragraph
18 10 below.

19 7. Designation of Confidential Information as "CONFIDENTIAL" or
20 "CONFIDENTIAL - FOR COUNSEL ONLY" shall extend to all copies, excerpts, data,
21 summaries, and compilations derived from such Confidential Information, as well as any
22 testimony, conversations, or presentations by the parties hereto or their counsel that
23 discloses such Confidential Information.

24 8. If a party, through inadvertence, produces any Confidential Information
25 without designating it in accordance with this Protective Order, the designating party may
26 give written notice to the receiving party[ies] that the information produced is deemed
27 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY" and should be
28 treated in accordance with that designation under this Protective Order. Upon receipt of

1 such notice, the receiving party must treat the Confidential Information as designated
2 hereunder. If the receiving party has already in good faith disclosed the information
3 before receiving such notice, the receiving party shall have no liability for such good faith
4 disclosure, but shall notify the designating party in writing of each such disclosure.
5 Counsel for the parties shall agree on a mutually acceptable manner of labeling or
6 marking the inadvertently produced materials as "CONFIDENTIAL" or
7 "CONFIDENTIAL - FOR COUNSEL ONLY."

8 ACCESS AND USE OF PROTECTED MATERIAL

9 9. All Confidential Information designated as "CONFIDENTIAL" or
10 "CONFIDENTIAL - FOR COUNSEL ONLY" shall not be disclosed by the receiving
11 party to anyone other than those persons designated herein and shall be used solely in
12 connection with this litigation, and not for any other purpose, including any business or
13 competitive purpose or function.

14 10. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" shall
15 be viewed only by (a) Outside Counsel; (b) in-house counsel; (c) outside experts or
16 consultants retained for purposes of this litigation, in accordance with the provisions of
17 paragraph 12; (d) court reporters and videographers in connection with transcribing or
18 recording a deposition or hearing; (e) the Court and its personnel; and (f) the jury.

19 11. Information designated "CONFIDENTIAL" shall be viewed only by (a)
20 those persons designated in paragraph 10 above, (b) the parties (or employees thereof),
21 and (c) a deponent who is a former employee of a party, and the CONFIDENTIAL
22 information is directly relevant to his or her former job responsibilities, provided each
23 such party, party employee, and deponent has read this Protective Order in advance of
24 disclosure and has agreed in writing, by executing an Acknowledgment in the form
25 attached hereto as Exhibit "A," to be bound by its terms.

26 12. The right of any expert or consultant to receive any information designated
27 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY" shall be
28 conditioned on the expert's prior execution of an Acknowledgment in the form attached

1 hereto as Exhibit "A." Notwithstanding the foregoing, any expert or consultant who
2 works for a competitor of the producing party may not receive Confidential Information
3 of that producing party.

4 13. Nothing herein shall prohibit a party, or its counsel, from disclosing a
5 document designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
6 ONLY" to any person indicated on the face of the document to be its originator, author or
7 recipient.

8 14. Each person receiving Confidential Information designated hereunder shall
9 maintain it in a manner which ensures that access is limited to persons entitled to receive
10 it under this Protective Order. If such Confidential Information is disclosed to any person
11 other than a person authorized by this Protective Order, the party responsible for the
12 unauthorized disclosure must immediately bring all pertinent facts relating to the
13 unauthorized disclosure to the attention of the other parties and, without prejudice to any
14 rights and remedies of the other parties, make every effort to prevent further disclosure by
15 the party and by the person(s) receiving the unauthorized disclosure.

16 CHALLENGING DESIGNATION

17 15. At any stage of these proceedings, any party may object to a designation of
18 information as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."
19 The party objecting to confidentiality shall notify counsel for the designating party in
20 writing of the objected-to materials and the grounds for the objection. The parties shall
21 first make a good faith effort to resolve the objection informally and otherwise comply
22 with Local Rules 37-1 and 37-2. If the dispute is not resolved within ten (10) business
23 days of receipt of such a notice of objections, the objecting party may file a motion with
24 the Court—unless the dispute relates to information designated as "CONFIDENTIAL -
25 FOR COUNSEL ONLY," in which case the burden shall be on the designating party to
26 file a motion with the Court within twenty (20) business days of receipt of the notice of
27 objection in order to retain such designation. Until the Court rules on a motion brought
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1 pursuant to this paragraph (or the matter is resolved between the parties), the materials at
2 issue shall be treated as Confidential Information as designated by the designating party.

3 FILING UNDER SEAL

4 16. In accordance with Local Rule 79-5.1, if any papers to be filed with the
5 Court contain information and/or documents that have been designated as
6 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY," the proposed
7 filing shall be accompanied by an application to file the papers or the portion thereof
8 containing the designated information or documents (if such portion is segregable) under
9 seal; and the application shall be directed to the judge to whom the papers are directed.
10 For motions, the parties shall publicly file a redacted version of the motion and supporting
11 papers.

12 ADDITIONAL PROVISIONS

13 17. Nothing herein shall prejudice the right of any party to object to the
14 production of any discovery material on the grounds permitted by the Federal Rules of
15 Civil Procedure, including that the material is protected as attorney-client privileged or
16 attorney work product.

17 18. By entering into this protective order, there is no waiver of any objections
18 any party might have to the introduction of the protected documents into evidence at the
19 time of trial.

20 19. Nothing herein shall be construed to prevent disclosure of Confidential
21 Information designated hereunder if such disclosure is required by law or by order of the
22 Court; *e.g.*, a lawful subpoena issued in another action. In the event that such disclosure
23 is required, the party or other person who is obligated to disclose shall notify the party
24 who designated the Confidential Information promptly upon receipt of the order or other
25 process requiring the disclosure.

26 20. Upon final termination of this action, including any and all appeals, counsel
27 for each party shall, upon request of the producing party, return all Confidential
28 Information to the party that produced the information, including any copies, excerpts,

1 and summaries thereof, or shall destroy same at the option of the receiving party, and
2 shall purge all such information from all machine-readable media on which it resides.
3 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
4 memoranda, motions, and other documents filed with the Court that refer to or
5 incorporate Confidential Information, and will continue to be bound by this Protective
6 Order with respect to all such retained information. Further, attorney work product
7 materials that contain Confidential Information need not be destroyed or returned, but, if
8 they are not destroyed, the person in possession of the attorney work product will
9 continue to be bound by this Protective Order with respect to all such retained information.

10 21. The restrictions and obligations set forth herein shall not apply to any
11 information that: (a) the parties agree should not be designated Confidential Information;
12 (b) is already public knowledge; (c) has become public knowledge other than as a result
13 of disclosure by the receiving party, its employees, or its agents in violation of this
14 Protective Order; or (d) has come or shall come into the receiving party's knowledge
15 lawfully and independently of the production by the designating party.

16 22. All provisions of this Protective Order shall survive the conclusion of this
17 action, and shall continue to be binding after the conclusion of this action unless
18 subsequently modified by agreement of the parties or further order of this Court. For the
19 purposes of enforcing this Protective Order and resolving any disputes thereunder, the
20 Court retains jurisdiction over the parties and all persons provided access to Confidential
21 Information under the terms of this Protective Order.

22 23. All persons bound by this Protective Order are hereby notified that if this
23 Protective Order is violated in any manner, all persons and entities who commit such
24 violations are subject to any and all monetary and other sanctions as the Court, after a
25 hearing, deems to be just.

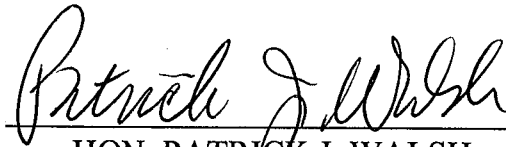
26 24. The Court may modify the terms and conditions of this Protective Order for
27 good cause, or in the interest of justice, or on its own order at any time in these
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1 proceedings. Additionally, this Protective Order may be modified by agreement of the
2 parties, subject to approval by the Court.

3 25. The terms and provisions of this Protective Order, and designation of any
4 Confidential Information hereunder, shall also apply to and bind any party who appears in
5 this action subsequent to the entry of this Protective Order.

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7 IT IS SO ORDERED.

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9 DATED: 11/12/14



HON. PATRICK J. WALSH
UNITED STATES MAGISTRATE JUDGE

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11 Respectfully submitted,

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13 DATED: November 10, 2014 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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15
16 By: /s/ Karen L. Corman
Karen L. Corman
Attorneys for Defendants
UGL Ltd. and DTZ, Inc.

17
18 DATED: November 10, 2014 YUHL | CARR LLP

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21 By: /s/ Eric F. Yuhl
Eric F. Yuhl
Attorneys for Plaintiff
Robert Shibuya

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Exhibit A

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EXHIBIT A TO PROTECTIVE ORDER

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ROBERT SHIBUYA,

Plaintiff,

v.

UGL LIMITED; DTZ, INC.; and
DOES 1 THROUGH 50, inclusive,

Defendants.

Case No. 2:14-cv-02683-SJO-PJW

**AGREEMENT TO BE BOUND BY
[PROPOSED] PROTECTIVE ORDER**

Hon. S. James Otero
Hon. Patrick J. Walsh

AGREEMENT TO BE BOUND BY [PROPOSED] PROTECTIVE ORDER

- 1. I, _____, declare and say that:
- 2. I am employed as _____ by _____

3. I have read and understood the Protective Order entered in the above entitled cases, and have received a copy of the Protective Order.

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AGREEMENT TO BE BOUND BY [PROPOSED] PROTECTIVE ORDER

