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DOHMEN LIFE SCIENCE SERVICES, LLC
8 (Incorrectly named as MedComm Solutions, LLC,
Biosoteria, Inc., and Dohmen Safety LLC)

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

12
13
14 **LESLIE WILLIAMS,**
15
16 Plaintiff,

17 v.

18 **MEDCOMM SOLUTIONS, LLC,**
19 **BIOSOTERIA, INC., DOHMEN**
SAFETY, LLC d/b/a BIOSOTERIA
and MEDCOMM SOLUTIONS; and
DOES 1 through 50 inclusive,

20 Defendants.
21
22

CASE NO.: 2:14-CV-05556

STIPULATED PROTECTIVE ORDER

State Action Filed: May 19, 2014
Date of Removal: July 17, 2014

[District Judge Hon. Ronald S. W. Lew]
[Magistrate Judge Hon. Victor B. Kenton]

23 TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
24 RECORD:

25
26 PLEASE TAKE NOTICE that Plaintiff LESLIE WILLIAMS and Defendant
27 DOHMEN LIFE SCIENCE SERVICES, LLC (incorrectly named as MEDCOMM
28 SOLUTIONS, LLC, BIOSOTERIA, INC., DOHMEN SAFETY, LLC d/b/a

1 BIOSOTERIA and MEDCOMM SOLUTIONS) have agreed to the following terms
2 and stipulate as follows:
3

4 **STIPULATION TO PROTECTIVE ORDER**

5
6 **I. PURPOSES AND LIMITATIONS**

7 Disclosure and discovery activity in this action are likely to involve production
8 of confidential, proprietary, or private information for which special protection from
9 public disclosure and from use for any purpose other than prosecuting this litigation
10 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
11 to enter the following Stipulated Protective Order (“Order”). The parties acknowledge
12 that this Order does not confer blanket protections on all disclosures or responses to
13 discovery and that the protection it affords from public disclosure and use extends
14 only to the limited information or items that are entitled to confidential treatment
15 under the applicable legal principles
16

17 **II. DEFINITIONS**

18
19 a. Challenging Party: a Party or Non-Party that challenges the designation
20 of information or items under this Order.

21 b. “CONFIDENTIAL” Information or Items: information (regardless of
22 how it is generated, stored or maintained) or tangible things that qualify for protection
23 that includes any “writing” as defined by California Evidence Code §250 marked
24 CONFIDENTIAL pursuant to the terms of this Order.

25 c. Counsel (without qualifier): Counsel of Record for any party (as well as
26 their support staff).
27
28

1 d. Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 e. Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter and including any
8 “writing” as defined by California Evidence Code §250.

9 f. Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
11 expert witness or as a consultant in this action.

12 g. Non-Party: any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 h. Outside Counsel of Record: attorneys who are not employees of a party
15 to this action but are retained to represent or advise a party to this action and have
16 appeared in this action on behalf of that party or are affiliated with a law firm which
17 has appeared on behalf of that party.

18 i. Party: any party to this action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).

21 j. Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this action.

23 k. Professional Vendors: persons or entities that provide litigation support
24 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.
27
28

1 1. Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” by a producing party or by the Receiving Party.

3 m. Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5
6 **III. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or extracted
9 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
10 Protected Material; and (3) any testimony, conversations, or presentations by Parties
11 or their Counsel that might reveal Protected Material. However, the protections
12 conferred by this Stipulation and Order do not cover the following information: (a)
13 any information that is in the public domain at the time of disclosure to a Receiving
14 Party or becomes part of the public domain after its disclosure to a Receiving Party as
15 a result of publication not involving a violation of this Order, including becoming part
16 of the public record through trial or otherwise; and (b) any information known to the
17 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
18 disclosure from a source who obtained the information lawfully and under no
19 obligation of confidentiality to the Designating Party. Any use of Protected Material
20 at trial shall remain prohibited by this Order unless permitted through separate
21 agreement or order.
22

23 **IV. DURATION**

24
25 a. Even after final disposition of this litigation, the confidentiality
26 obligations imposed by this Order shall remain in effect until a Designating Party
27 agrees otherwise in writing or a court order otherwise directs. This provision is
28

1 subject to the special agreement for items designated CONFIDENTIAL by a
2 Receiving Party as outlined below in section VI.

3 b. Final disposition shall be deemed to be the later of (1) dismissal of all
4 claims and defenses in this action, with or without prejudice; and (2) final judgment
5 herein after the completion and exhaustion of all appeals, rehearings, remands, trials,
6 or reviews of this action, including the time limits for filing any motions or
7 applications for extension of time pursuant to applicable law.
8

9 **V. DESIGNATING PROTECTED MATERIAL**

10 a. Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under this
12 Order must take care to limit any such designation to specific material that qualifies
13 under the appropriate standards. The Designating Party must designate for protection
14 only those parts of material, documents, items, or oral or written communications that
15 qualify – so that other portions of the material, documents, items, or communications
16 for which protection is not warranted are not swept unjustifiably within the ambit of
17 this Order.
18

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (*e.g.*, to unnecessarily encumber or the case development process or to
22 impose unnecessary expenses and burdens on other parties) will not be enforceable.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the designation.

26 b. Manner and Timing of Designations. Except as otherwise provided in
27 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that
28 qualifies for protection under this Order must be clearly so designated by a Producing

1 Party before the material is disclosed or produced or within a reasonable time
2 thereafter. Discovery Material that qualifies for protection under this Order may also
3 be clearly designated by a Receiving Party if it was not otherwise marked as
4 Confidential by the Producing Party. Within twenty (20) days of receipt of the
5 material or items disclosed or produced by a Producing Party, Receiving Party shall
6 provide notice to the Disclosing Party of all items that Receiving Party deems
7 Confidential that were not already designated as such by Disclosing Party.

8 Designation in conformity with this Order requires:
9

10 1. For information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Designating Party affix the legend “CONFIDENTIAL” to
13 each page that contains protected material. A Party or Non-Party that makes
14 original documents or materials available for inspection need not designate
15 them for protection until after the inspecting Party has indicated which material
16 it would like copied and produced. During the inspection and before the
17 designation, all of the material made available for inspection shall be deemed
18 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
19 wants copied and produced, the Producing Party must determine which
20 documents, or portions thereof, qualify for protection under this Order. Then,
21 before producing the specified documents, the Producing Party must affix the
22 “CONFIDENTIAL” legend to each page that contains Protected Material.
23

24
25 2. For testimony given in deposition or in other pretrial or trial proceedings,
26 that the Designating Party identify on the record, before the close of the
27 deposition, hearing, or other proceeding, all protected testimony. When it is
28 impractical to identify separately each portion of testimony that is entitled to

1 protection and it appears that substantial portions of the testimony may qualify
2 for protection, the Designating Party may invoke on the record (before the
3 deposition, hearing, or other proceeding is concluded) a right to have up to 30
4 days after completion of the transcript to identify the specific portions of the
5 testimony as to which protection is sought. Only those portions of the
6 testimony that are appropriately designated for protection during the deposition
7 or within the 30 days after completion of the transcript shall be covered by the
8 provisions of this Order. Alternatively, a Designating Party may specify, at the
9 deposition or up to 30 days after completion of the transcript if that period is
10 properly invoked, that the entire transcript shall be treated as
11 “CONFIDENTIAL”.

12
13
14 Parties shall give the other parties notice if they reasonably expect a deposition,
15 hearing or other proceeding to include Protected Material so that the other
16 parties can ensure that only authorized individuals who have expressly agreed
17 to be bound by the terms of this Stipulation and Order are present at those
18 proceedings. The use of a document as an exhibit at a deposition shall not in
19 any way affect its designation as “CONFIDENTIAL”.

20
21 Transcripts containing Protected Material shall have an obvious legend on the
22 title page that the transcript contains Protected Material or is CONFIDENTIAL,
23 and the title page shall be followed by a list of all pages (including line numbers
24 as appropriate) that have been designated as Protected Material and the level of
25 protection being asserted by the Designating Party. The Designating Party shall
26 inform the court reporter of these requirements. Any transcript that is prepared
27 before the expiration of a 30-day period for designation shall be treated during
28 that period as if it had been designated “CONFIDENTIAL” in its entirety

1 unless otherwise agreed. After the expiration of that period, the transcript shall
2 be treated only as designated.

3
4 3. For information produced in some form other than documentary and for
5 any other tangible items, that the Designating Party affix in a prominent place
6 on the exterior of the container or containers in which the information or item is
7 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
8 information or item warrant protection, the Designating Party, to the extent
9 practicable, shall identify the protected portion(s).

10
11 c. Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Order for such material.
14 Upon timely correction of a designation, all parties must make reasonable efforts to
15 assure that the material is treated in accordance with the provisions of this Order.
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18 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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20 a. Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time. Unless a prompt challenge to a Designating
22 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
23 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
24 litigation, a Party does not waive its right to challenge a confidentiality designation by
25 electing not to mount a challenge promptly after the original designation is disclosed.

26 b. Meet and Confer. The Challenging Party shall provide written notice of
27 each designation it is challenging and describing the basis for each challenge. The
28 parties shall attempt to resolve each challenge in good faith and the challenging party

1 must begin the process by conferring directly (in voice to voice dialogue). In
2 conferring, the Challenging Party must explain the basis for its belief that the
3 confidentiality designation was not proper and must give the Designating Party an
4 opportunity to review the designated material, to reconsider the circumstances, and, if
5 no change in designation is offered, to explain the basis for the chosen designation. A
6 Challenging Party may proceed to the next stage of the challenge process only if it has
7 engaged in this meet and confer process first or establishes that the Designating Party
8 is unwilling to participate in the meet and confer process in a timely manner.

9 c. Judicial Intervention. If the Parties cannot resolve a challenge without
10 Court intervention, the Challenging Party shall file and serve a motion to de-designate.
11 Each such motion must be accompanied by a competent declaration affirming that the
12 movant has complied with the meet and confer requirements imposed in the preceding
13 paragraph.
14

15 The burden of persuasion in any such challenge proceeding shall be on the
16 Designating Party. Frivolous challenges, and those made for an improper purpose
17 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may
18 expose the Challenging Party to sanctions. All parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the court rules on the challenge.

21 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 a. Basic Principles. A Receiving Party may use Protected Material that is
23 disclosed or produced by another Party or by a Non-Party in connection with this case
24 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
25 Material may be disclosed only to the categories of persons and under the conditions
26 described in this Order. When the litigation has been terminated, a Receiving Party
27 must comply with the provisions of section 13 below.
28

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 b. Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
7 only to:

- 8 1. the Receiving Party’s Outside Counsel of Record in this action, as
9 well as employees of said Outside Counsel of Record to whom it is
10 reasonably necessary to disclose the information for this litigation,
11 who are bound by this agreement by virtue of their employment;
- 12 2. the officers, directors, and employees of the Receiving Party to
13 whom disclosure is reasonably necessary for this litigation and
14 who have signed an Acknowledgment and Agreement to Be Bound
15 to the terms of this Stipulation and Order;
- 16 3. experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this litigation and who have
18 signed an Acknowledgment and Agreement to Be Bound to the
19 terms of this Stipulation and Order;
- 20 4. the Court and its personnel so long as confidential information is
21 protected from public availability;
- 22 5. Court reporters and their staff, professional jury or trial
23 consultants, mock jurors, and Professional Vendors to whom
24 disclosure is reasonably necessary for this litigation and who have
25 signed an Acknowledgment and Agreement to Be Bound to the
26 terms of this Stipulation and Order;
- 27 6. during their depositions, witnesses in the action to whom
28 disclosure is reasonably necessary and who have signed an

1 Acknowledgment and Agreement to Be Bound to the terms of this
2 Stipulation and Order. , unless otherwise agreed by the
3 Designating Party or ordered by the Court (pages of transcribed
4 deposition testimony or exhibits to depositions that reveal
5 Protected Material must be separately bound by the court reporter
6 and may not be disclosed to anyone except as permitted under this
7 Stipulated Protective Order); and

- 8 7. the author or recipient of a document containing the information or
9 a custodian or other person who otherwise possessed or knew the
10 information.

11 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
12 **IN OTHER LITIGATION**

13 a. If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this action as
15 “CONFIDENTIAL,” that Party must:

16 1. promptly notify in writing the Designating Party (such notification
17 shall include a copy of the subpoena or court order);

18 2. promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material
20 covered by the subpoena or order is subject to this Protective Order (such
21 notification shall include a copy of this Stipulated Protective Order); and
22

23 3. cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be
25 affected.
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1 b. If the Designating Party timely seeks a protective order, the Party served
2 with the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” before a determination by the court from which the
4 subpoena or order issued, unless the Party has obtained the Designating Party’s
5 permission. The Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material – and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this action to
8 disobey a lawful directive from another court.
9

10 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 a. The terms of this Order are applicable to information produced by a Non-
13 Party in this action and designated as “CONFIDENTIAL.” Such information
14 produced by Non-Parties in connection with this litigation is protected by the
15 remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Non-Party from seeking additional protections.

17 b. In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

- 21 1. promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a
23 confidentiality agreement with a Non-Party;
- 24 2. promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this litigation, the relevant discovery request(s),
26 and a reasonably specific description of the information requested;
27 and
28

1 3. make the information requested available for inspection by the
2 Non-Party.

3 c. If the Non-Party timely seeks a protective order, the Receiving Party
4 shall not produce any information in its possession or control that is subject to the
5 confidentiality agreement with the Non-Party before a determination by the court.
6

7 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Party learns that, by inadvertence or otherwise, it has disclosed Protected
9 Material to any person or in any circumstance not authorized under this Stipulated
10 Protective Order, the Party must immediately (a) notify in writing the Designating
11 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
12 unauthorized copies of the Protected Material, (c) inform the person or persons to
13 whom unauthorized disclosures were made of all the terms of this Order, and (d)
14 request such person or persons to sign an Acknowledgment and Agreement to Be
15 Bound to the terms of this Stipulation and Order.
16

17 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL**

19 If information is produced in discovery that is subject to a claim of privilege or
20 of protection as trial-preparation material, the party making the claim may notify any
21 party that received the information of the claim and the basis for it. After being
22 notified, a party must promptly return or destroy the specified information and any
23 copies it has and may not sequester, use or disclose the information until the claim is
24 resolved. This includes a restriction against presenting the information to the Court
25 for a determination of the claim. This provision is not intended to modify whatever
26 procedure may be established in an e-discovery order that provides for production
27 without prior privilege review.
28

1 **XII. MISCELLANOUS**

2 a. Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the court in the future.

4 b. Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 c. Filing Protected Material. A Receiving Party's may file Protected
10 Material in normal fashion and not under seal. The parties agree that the Protected
11 Material filed with the arbitrator shall be treated as Confidential pursuant to the terms
12 of this Order.

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15 **XIII. CONCLUSION OF CASE.**

16
17 a. Challenges at Conclusion of Litigation. At the conclusion of the
18 litigation, a *receiving* party may identify, by bates stamp number or other method, any
19 item which it has previously designated as "confidential" pursuant to this Order,
20 which it contends, in good faith, is the property of the receiving party. A written list
21 of each such item shall be provided to the producing party no later than ten (10) days
22 following service of the final disposition of this matter as defined in Section IV.
23 Thereafter the parties shall meet and confer in good faith as to which documents
24 designated "confidential" by the receiving party belong to the receiving party and
25 shall remain treated as "confidential" following the final disposition of this matter. In
26 the event that the parties cannot resolve ownership and continuing designation of each
27 item, the receiving party (the party wishing to assert ownership over received items)
28

1 may file a motion to establish ownership and continuing designation of the disputed
2 documents with the judge assigned to this matter within thirty (30) days following the
3 date of the final disposition of this matter. If the receiving party fails to bring such a
4 motion within the 30 day time period, any received document(s) in its possession,
5 which the parties have not agreed are the property of the receiving party, shall lose its
6 “confidential” status and shall not be subject to the terms of this Order following the
7 final disposition of this matter. The burden of proof to establish ownership and
8 continuing designation of any document shall be on the moving party. After receipt of
9 the court’s written order deciding ownership of contested documents, the parties shall
10 treat any “confidential” document in their possession which the Court has ruled is the
11 property of the other party in the same manner as any document designated as
12 confidential pursuant to this Order.
13

14 b. Treatment of Documents Deemed Confidential at Conclusion of Case.

15 Within 30 days after the final disposition of this action, as defined in Section IV, each
16 Receiving Party must return all Protected Material to the Producing Party or destroy
17 such material. Further, all Protected Material shall be kept by or returned to a
18 Designating Party deemed the owner of Protected Material pursuant to the procedure
19 outlined in section 13(a) above or otherwise as stipulated.

20 c. As used in this subdivision, “all Protected Material” includes all copies,
21 abstracts, compilations, summaries, and any other format reproducing or capturing
22 any of the Protected Material.

23 d. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit, if requested, a written certification to the Producing Party (and, if
25 not the same person or entity, to the Designating Party) by the 30 day deadline that (1)
26 identifies (by category, where appropriate) all the Protected Material that was returned
27 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any
of the Protected Material.

1 e. Notwithstanding this provision, Counsel are entitled to retain an archival
2 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
3 memoranda, correspondence, deposition and trial exhibits (not otherwise marked
4 confidential), expert reports, attorney work product, and consultant and expert work
5 product, even if such materials contain Protected Material. However, any such
6 archival copies that contain or constitute Protected Material remain subject to this
7 Protective Order as set forth in Section IV
8

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10 Dated: February ____, 2015

MANNING & KASS

ELLROD, RAMIREZ, TRESTER, LLP

13 By: _____

14 Madonna A. Herman

15 Peter C. Catalanotti

16 Attorneys for Defendant, DOHMEN LIFE
17 SCIENCE SERVICES, LLC

18 Dated: February ____, 2015

HILAIRE MCGRIFF, PC

20 By: _____

21 Mika Hilaire

22 Attorneys for Plaintiff, LESLIE
23 WILLIAMS

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ORDER

**PURSUANT TO STIPULATION OF ALL PARTIES, AND GOOD CAUSE
HAVING BEEN SHOWN, IT IS SO ORDERED.**

COMPLY WITH LOCAL RULE 79-5.

DATED: March 10, 2015

_____/s/_____
Hon. Victor B. Kenton
Magistrate Judge of the
United States District Court

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