

# EXHIBIT 1

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

ROBERT J. CORTESE,

Plaintiff,

v.

H&R BLOCK TAX AND BUSINESS SERVICES, INC.;  
H&R BLOCK ENTERPRISES, INC.;  
H&R BLOCK SERVICES; H&R BLOCK TAX SERVICES, INC.; H&R BLOCK TAX GROUP; H&R BLOCK; HRB TAX GROUP, INC. (fka H&R BLOCK SERVICES, INC.); HEATHER WILKOWSKI; and Does 1 to 50, Inclusive,

Defendants.

CASE NO. 2:14-cv-7550-PSG-MRW

**JOINT STIPULATED PROTECTIVE ORDER**

The parties anticipate that this case will involve discovery of confidential and highly confidential matters, including competitive and proprietary information, private information of third parties and other confidential, sensitive and non-public materials. Thus, the parties have stipulated to entry of this Protective Order to prevent unnecessary disclosure or dissemination of confidential information of the parties, their affiliates or third parties. The Court finds good cause for entering a protective order. Fed. R. Civ. P. 26(c).

Accordingly, it is hereby ORDERED that the following provisions of this Order shall govern the confidential information produced in the course of this civil action:

1. Any document / material or information produced in this case may be designated as "Confidential" as specifically set forth in paragraph 2.

1           2.     Material designated for protection under this Order (“Protected  
2 Material”) may be designated by the party, including any third-parties, producing it  
3 as “CONFIDENTIAL.” “CONFIDENTIAL” information is defined herein as  
4 information that is designated as such by the producing party and which constitutes  
5 or contains information not publicly known and that the disclosing party would not  
6 normally reveal to third parties without an agreement to maintain it in confidence.  
7 The word “CONFIDENTIAL” shall be placed clearly on each such page or portion  
8 of the Protected Material designated for protection. In lieu of marking the original  
9 of a document, if the original is not produced, the designating party may mark the  
10 copies that are exchanged or produced.

11           3.     The inadvertent or unintentional disclosure by a producing party of  
12 Protected Material shall not constitute a waiver, either as to specific information  
13 disclosed or as to any other information relating thereto or the same or related  
14 subject matter, or the producing party’s right to re-designate the information  
15 Protected Material. In the event of an inadvertent disclosure of Protected Material  
16 not so designated at the time of production, the producing party shall give notice  
17 promptly following the discovery or the disclosure and shall advise the other  
18 parties of the Bates numbers of the documents to be designated as Protected  
19 Material. The documents so designated shall be deemed Protected Material when  
20 notice is given.

21           4.     Protected Material classified under paragraph 2 above may be  
22 disclosed only to the following persons, except upon the order of the Court or prior  
23 written consent of the designating party:

- 24           a.     Attorneys for the parties, including in-house counsel for  
25                    Defendants, and regular employees of such attorneys assigned  
26                    to and necessary to assist in the conduct of this action;
- 27           b.     The parties or their officers, directors, employees, and agents;

- 1 c. Consultants and experts, to the extent necessary for the conduct
- 2 of this action;
- 3 d. Persons shown on the face of the document to have authored or
- 4 received it;
- 5 e. Witnesses, for the conduct of this action; and
- 6 f. The Court, court administrative personnel, and court reporters.
- 7 g. Any mediator or other decision-maker appointed by the Court
- 8 or chosen by the parties.

9 5. This Order shall not be construed:

- 10 a. To prevent any party or its respective outside counsel from
- 11 making use of information which was lawfully in its possession
- 12 prior to receiving such information from a designating party
- 13 during the course of this action; or
- 14 b. To apply to information that becomes public other than by a
- 15 party's violation of this order; or
- 16 c. To apply to information independently acquired, or which any
- 17 party or its counsel has lawfully obtained or shall hereafter
- 18 lawfully obtain from any third party having the right to disclose
- 19 such information.

20 6. Protected Material produced or exchanged in the course of this

21 litigation shall not be used for any purpose other than preparation for litigation of

22 this action and any post-trial proceeding in this action.

23 7. All notes, extracts and summaries of Protected Material shall also be

24 considered Protected Material and be subject to the terms of this Order.

25 8. A party shall not be obligated to challenge the propriety of a

26 designation under paragraph 2 at the time made, and the failure to do so shall not

27 preclude a subsequent challenge thereto. Any party may request in writing to the

28 party who produced Protected Material that the designation be modified or

1 withdrawn. If the designating party does not agree to re-designation within ten  
2 (10) days of receipt of the written request, the requesting party may apply to the  
3 Court for relief. Upon any such application to the Court for relief, the burden shall  
4 be on the party challenging the designating to show why the classification is not  
5 proper. Agreement of the parties to this Order shall not be construed as an  
6 agreement or admission by one party that any designation under paragraph 2 by the  
7 other party is in any way proper or correct.

8 9. Any party may apply to the Court for a modification of the Protective  
9 Order, and nothing in the Protective Order shall be construed to prevent a party  
10 from seeking such further provisions enhancing or limiting confidentiality as may  
11 be appropriate.

12 10. All persons to whom Protected Material is disclosed in accordance  
13 with the terms of this Order shall be advised of the terms of this Order and shall be  
14 required to sign a non-disclosure Agreement in the form attached hereto as Exhibit  
15 A and, upon such signing, such person shall be bound by the obligations of  
16 confidentiality and non-disclosure set forth in this Order.

17 11. Within 60 days after termination of this action, including any appeals,  
18 the requesting party shall return to the producing party all documents and other  
19 tangible items containing Protected Material, including all copies, notes, and other  
20 materials containing or referring to information derived there from, or certify that  
21 all such documents and other tangible items have been destroyed. Attorneys shall  
22 be entitled to retain, however, a set of all documents filed with the Court and all  
23 correspondence generated in connection with the action.

24 12. Protected Material disclosed at any hearing occurring in this action  
25 may be designated under paragraph 2 by the party asserting ownership or the need  
26 for protection thereof by indicating on the record at the hearing that the testimony  
27 is Protected Material. The party asserting ownership of Protected Material may  
28 also designate testimony or exhibits disclosed at such hearing as Protected Material

1 by notifying the other party in writing within ten (10) days of receipt of the  
2 transcript of the hearing. Such notice shall state the specific page and lines of the  
3 transcript which contain Protected Material. Each party shall attach a copy of such  
4 written notice or notices to the face of the transcript and to each copy thereof in its  
5 possession, custody or control. All parties shall hold all transcripts of and exhibits  
6 to hearings for ten (10) days from the date of the receipt of the transcript before  
7 disclosing information obtained at the hearing to any person to whom disclosure of  
8 Confidential information would not be permitted by this Protective Order. The  
9 court reporter shall mark those portions of the transcripts which are designated as  
10 Protected Material at the time of the hearing with the appropriate Legend indicated  
11 under paragraph 2 by the party asserting ownership thereto.

12 13. If any party seeks to file or lodge with the Court any documents,  
13 including deposition transcripts or videotapes, that contain CONFIDENTIAL  
14 INFORMATION designated "Confidential" or "Confidential: Attorneys' Eyes  
15 Only," such materials to be filed or lodged under seal shall be filed or lodged in  
16 compliance with United States District Court, C.D. Cal., Local Rule 79-5.

17 14. The treatment accorded Protected Material under this Order shall  
18 survive the termination of this action.

19 15. This Order shall be without prejudice to the right of any party to  
20 oppose production of any information for any reason other than confidentiality or  
21 to seek modification by the Court of any term of this Order.

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23 **IT IS SO ORDERED.**

24 Date: January 16, 2015

  
25 ~~PHILIP S. GUTIERREZ, JUDGE~~

26 UNITED STATES DISTRICT COURT  
27 Michael R. Wilner, United State Magistrate Judge

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**STIPULATED AND AGREED TO BY:**

**BERKOWITZ OLIVER WILLIAMS  
SHAW & EISENBRANDT LLP**

By  /s/ Anthony J. Durone  
Anthony J. Durone  
*Attorneys for Defendants H&R Block  
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Block Enterprises, Inc.; Non-entity  
H&R Block Services; H&R Block Tax  
Services, Inc.; Non-entity H&R Block  
Tax Group; Non-entity H&R Block;  
and HRB Tax Group, Inc.*

**LAW OFFICES OF G. MARSHALL HANN  
G. Marshall Hann**

By  /s/ G. Marshall Hann  
G. Marshall Hann  
*Attorneys for Plaintiff Robert J. Cortese*

