

1 Donald Potter (SBN 192735)  
 dp@donpotterlaw.com  
 2 LAW OFFICE OF DONALD POTTER  
 776 East Green Street, Suite 210  
 3 Pasadena, California 91101  
 Telephone: 626-744-1555  
 4 Facsimile: 626-389-0592  
 5 *Attorney for Plaintiffs*  
 (additional counsel listed on following page)

7 Jeffrey N. Williams (SBN 274008)  
 jwilliams@wargofrench.com  
 8 WARGO & FRENCH LLP  
 1888 Century Park East, Suite 1520  
 9 Los Angeles, CA 90067  
 Telephone: 310-853-6300  
 10 Facsimile: 310-853-6333

11 J. Scott Carr (SBN 136706)  
 scarr@wargofrench.com  
 12 WARGO & FRENCH LLP  
 999 Peachtree Street, N.E., 26<sup>th</sup> Floor  
 13 Atlanta, GA 30309  
 Telephone: 404-853-1500  
 14 Facsimile: 404-853-1501  
 15 *Attorneys for Defendants*

NOTE: CHANGES MADE BY THE COURT

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

18 DAISY VAZQUEZ, an individual and on  
 19 behalf of all others similarly situated;  
 BRYAN JOSEPH, an individual and on  
 20 behalf of all others similarly situated

Plaintiffs,

v.

23 TWC ADMINISTRATION LLC, a  
 24 Delaware limited liability company; TIME  
 WARNER CABLE INC., a Delaware  
 25 Corporation; TIME WARNER NY  
 CABLE LLC, a limited liability company  
 26 and DOES 1 to 50, inclusive,

Defendants.

Case No. CV14-7621-CAS (FFMx)

**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

Hons. Christina A. Snyder & Frederick  
 F. Mumm

1 Additional Attorneys for Plaintiffs:

2 Paul K. Haines (SBN 248226)  
phaines@bollaw.com

3 Fletcher W. Schmidt (SBN 286462)  
fschmidt@bollaw.com

4 BOREN, OSHER & LUFTMAN LLP  
5 222 N. Sepulveda Blvd., Suite 2222  
6 El Segundo, California 90245  
7 Telephone: (310) 322-2220  
Facsimile: (310) 322-2228

8 Hernaldo J. Baltodano (SBN 222286)  
hjb@bbemploymentlaw.com  
9 BALTODANO & BALTODANO LLP  
10 1411 Marsh Street, Suite 102  
11 San Luis Obispo, California 93401  
12 Phone: (805) 322-3412  
13 Fax: (805) 322-3413  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

10           **WHEREAS**, Defendants TWC Administration LLC, Time Warner Cable Inc.,  
11 and Time Warner NY Cable LLC (“Defendants”) contend that such discovery, if  
12 disclosed, will have the effect of causing harm to their competitive position.

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

15           Accordingly, IT IS HEREBY STIPULATED AND AGREED, by and between  
16 Plaintiffs Daisy Vazquez and Bryan Joseph (“Plaintiffs”) and Defendants  
17 (collectively the “Parties”), through their undersigned counsel, that this Court,  
18 subject to the Court finding good cause pursuant to Federal Rule of Civil Procedure  
19 26(c), enter the following Stipulated and Proposed Protective Order Regarding  
20 Confidential Discovery Material (“Stipulated Protective Order”). This Stipulated  
21 Protective Order will govern the documents and information produced by the Parties  
22 in response to discovery requests in this action, CV14-7621-CAS (FFMx)  
23 (“discovery material”), as described in Section I.A of this Stipulation.

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

25           A. During the course of litigation, either party may seek to have discovery  
26 material classified as “confidential.” Any party (“designating party”) may designate  
27 as confidential any discovery material if the party in good faith believes that it  
28 contains confidential personal or commercial information, specifically including

1 without limitation any non-public employee payroll data, employee personnel data,  
2 or Defendants' internal documents regarding its policies, practices or strategies.  
3 Discovery material that is so designated is referred to herein as "Confidential  
4 Material." The designating party will mark each page "Confidential" of any  
5 document designated as such. The designation will be made to avoid obscuring or  
6 defacing any portion of the discovery material. Should any party, counsel for any  
7 party, or any person not a party to this action, who obtains access to any Confidential  
8 Material make copies of or from such material, the copied material will also be  
9 designated Confidential and all references in this Stipulated Protective Order will be  
10 deemed to apply to such copies. Deposition testimony based on information  
11 designated Confidential will be identified as such either by a statement on the record  
12 at the deposition or by marking as Confidential documents or selected pages of  
13 documents containing such testimony. If either party, through inadvertence, fails to  
14 designate discovery material as Confidential, but thereafter determines that such  
15 discovery material should have been so designated, it promptly will provide written  
16 notice of the Confidential designation, and to the extent practicable, the discovery  
17 material will be treated as Confidential Material from the date of receipt of such  
18 notice. Likewise, if a party designates discovery material Confidential and later  
19 determines that such discovery material should not have been so designated, it will  
20 promptly provide written notice of the removal of the designation along with a  
21 duplicate copy of the discovery material without the Confidential marking.

22 B. All Confidential Material and any portion thereof, including copies  
23 thereof, will be deemed confidential and will be for use in these proceedings only,  
24 including purposes related to the resolution of the claims asserted in the action, such  
25 as the mediation, negotiation, and/or voluntary arbitration of one or more of the  
26 asserted claims. Such Confidential information shall not be used for any other  
27 purpose, including, without limitation, other commercial or business use or use in  
28 other litigation or to encourage or assist with the bringing of other litigation.

1 C. All Confidential Material and any portion thereof, including copies  
2 thereof, and any information derived therefrom will not be disclosed in any way to  
3 anyone other than: (a) the Court and Court personnel; (b) the Parties' counsel and  
4 their staff; (c) stenographic reporters; (d) the named parties; and the following,  
5 provided that they expressly agree to be bound by the terms of this Stipulated  
6 Protective Order by executing the form attached as Exhibit A (discussed below in  
7 Section II): any expert or consultant retained in connection with this action, and  
8 outside vendors who perform data entry or similar clerical functions. Confidential  
9 Material may not be disclosed to any other person or entity without the prior written  
10 consent of the designating party or order of the Court. Any disclosure should be only  
11 to the extent reasonably necessary for the effective prosecution and defense of the  
12 claims in this action and for no other purpose.

13 **II. CONDITIONS OF DISCLOSURE**

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

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

28

1 C. The restrictions set forth in this Stipulated Protective Order will not  
2 apply to: (a) information that was, is or becomes public knowledge through its  
3 authorized release by a person or entity who rightfully and lawfully obtained and  
4 possesses such information during the normal course of business, and not in violation  
5 of this Stipulated Protective Order; or (b) Defendants (or their affiliates), with respect  
6 to their own information or information received or created during the normal course  
7 of their own business. Whether information that becomes a matter of public record  
8 in any other manner may still be subject to protection as confidential will be  
9 determined according to the standards and procedures set forth herein. The owner of  
10 Confidential Material will be able to seek protection of that information in  
11 accordance with the provisions of this Stipulated Protective Order.

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

13 A. During a deposition, either party may request any person present to sign  
14 the attached Exhibit A with the exception of the parties themselves, any deposition  
15 reporters, videographers, and any individuals listed in sections I.C.(a)–(c).

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

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

28

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

2 In accordance with Central District of California Civil Local Rule 79-5.1, if  
3 any papers to be filed with the Court contain information and/or documents that have  
4 been designated as “Confidential Material,” the proposed filing shall be accompanied  
5 by an application to file the papers or the portion thereof containing the designated  
6 information or documents (if such portion is segregable) and if appropriate, the  
7 application itself under seal; and the application shall be directed to the judge to  
8 whom the papers are directed. For motions, the parties shall publicly file a redacted  
9 version of the motion and supporting papers.

10 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

11 If a party disputes the designation of discovery material as Confidential, the  
12 objecting party will notify the designating party in writing of such dispute ~~within 30~~  
13 ~~days of receipt of such Confidential discovery material (FFM)~~ and request a  
14 conference for the parties to confer in a good faith effort to resolve the dispute. It  
15 shall be the responsibility of counsel for the objecting party to arrange for this  
16 conference. The objecting party’s notice will identify the material in dispute and  
17 explain the basis for the objection. Counsel for the designating party shall confer  
18 with counsel for the objecting party within ten (10) calendar days after the objecting  
19 party serves a letter requesting such conference. If counsel are unable to settle their  
20 differences, they shall formulate a written stipulation (“Joint Stipulation”) setting  
21 forth their respective positions on the confidentiality of the information at issue. The  
22 Joint Stipulation shall be filed and served with the notice of motion. The preparation  
23 of any joint stipulation shall be in accordance with Central District of California  
24 Civil Local Rule 37-2.2. Any hearings related to the dispute shall be set in  
25 accordance with Central District of California Civil Local Rule 37-3. After the Joint  
26 Stipulation is filed, each party may file a supplemental memorandum of law not later  
27 than fourteen (14) days prior to the hearing date. Unless otherwise ordered by the  
28 Court, a supplemental memorandum shall not exceed five (5) pages in length. No

1 other separate memorandum of points and authorities shall be filed by either party in  
2 connection with the motion. Throughout the dispute resolution procedure in this  
3 paragraph, the designating party will have the burden of demonstrating that the  
4 material at issue is properly designated as confidential under applicable law. In the  
5 event of a dispute over the confidentiality of particular material, the Parties will  
6 continue to treat the disputed discovery material as confidential until the dispute is  
7 resolved.

8 **VI. NON-PARTY SUBPOENAS**

9 If any party receives a subpoena from any non-party to this Stipulated  
10 Protective Order seeking production or disclosure of Confidential Material, that party  
11 (the “subpoenaed party”) will give notice, as soon as practicable and in no event  
12 more than three business days after receiving the subpoena and at least five business  
13 days before providing materials responsive to the subpoena, to counsel for the  
14 designating party, which notice will enclose a copy of the subpoena, such that the  
15 designating party may assert its rights, if any, to non-disclosure. If the designating  
16 party **files a motion for protective order** ~~asserts its rights to non-disclosure~~, the  
17 subpoenaed party will not produce the documents at issue unless otherwise required  
18 by law to do so. Nothing in this Order shall be construed as authorizing a party to  
19 disobey a lawful subpoena issued in another action. **(FFM)**

20 **VII. NO RESTRICTIONS**

21 Nothing in this Stipulated Protective Order will: (a) restrict any party with  
22 respect to their own documents or information; (b) restrict any party’s rights with  
23 regard to discovery material that has not been designated as Confidential; (c)  
24 prejudice any party’s rights, within the applicable time period, to object to the  
25 production or disclosure of documents or other information that it considers not  
26 subject to discovery; (d) restrict the scope of discovery that can be sought by any  
27 party or deemed permissible by the Court; or (e) prejudice any party’s right to seek,  
28 either by agreement or by application to the Court, greater or lesser protection than



1 that provided herein, or modification of the terms of this Stipulated Protective Order.  
2 Nothing in this Stipulated Protective Order will be deemed to be a limit on or waiver  
3 of the attorney-client privilege, work product privilege, or any other relevant  
4 privilege. Nothing in this Stipulated Protective Order will be deemed an agreement  
5 by either party to produce certain types of documents and/or information.

6 **VIII. RETURN OF CONFIDENTIAL MATERIALS**

7 Within 60 days after the conclusion of this action, including any appeals, any  
8 party may request the return or destruction of all materials designated as Confidential  
9 Material and the responding party shall have 30 days thereafter to comply with such  
10 request and confirm that they have done so, including ensuring that any person to  
11 whom they provided copies of any Confidential Information complies with this  
12 obligation. Provided, however, that counsel for either Party may, upon written  
13 notice, retain one copy of documents produced exclusively for the purposes of  
14 complying with document retention policies and not to be used for any other  
15 purposes. At the end of that document retention period, counsel will provide written  
16 notice that this copy has been destroyed. This provision will not apply to court  
17 filings or file copies of pleadings, briefs or correspondence maintained by the  
18 Parties' respective counsel in the ordinary course of business.

19 **IX. BINDING EFFECT**

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

24 **X. ADDITIONAL PARTIES TO LAWSUIT**

25 If other parties are added to this action, no Confidential Material previously  
26 exchanged, produced, or used herein will be disclosed to such other parties or their  
27 counsel except upon their agreeing to be bound by the provisions of this Stipulated  
28 Protective Order. This provision does not prejudice any party's rights to otherwise

1 object to the production or disclosure of Confidential or non-confidential documents  
2 or other information to a party added to this action.

3 **XI. ADDITIONAL RIGHTS**

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

9 **ACCEPTED AND AGREED.**

10 **IT IS SO STIPULATED.**

11  
12  
13 Dated: February 3, 2015

/s/ Paul K. Haines (JNW)

Donald Potter  
Paul K. Haines  
Fletcher W. Schmidt  
Hernaldo J. Baltodano  
*Attorneys for Plaintiffs*

14  
15  
16  
17  
18 Dated: February 3, 2015

/s/ Jeff Williams

Jeffrey N. Williams  
J. Scott Carr  
*Attorneys for Defendants*

19  
20  
21 **IT IS SO ORDERED.**

22  
23 Dated: February 5, 2015

/S/ FREDERICK F. MUMM  
Hon. FREDERICK F. MUMM  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT CONCERNING INFORMATION COVERED BY A  
3 PROTECTIVE ORDER ENTERED IN THE UNITED STATES DISTRICT  
4 COURT – CENTRAL DISTRICT OF CALIFORNIA

5 The undersigned hereby acknowledges that he/she has read the Stipulation and  
6 Order Re: Confidential Discovery Material (“Stipulation” or “Stipulated Protective  
7 Order”) governing Daisy Vazquez and Bryan Joseph v. TWC Administration LLC, *et*  
8 *al.*, Case No. CV14-7621-CAS (FFMx) and understands its terms, agrees to be  
9 bound by each of those terms, and agrees to subject himself/herself personally to the  
10 jurisdiction of the United States District Court, Central District of California, for the  
11 purpose of enforcing its terms. Specifically, and without limitation upon such terms,  
12 the undersigned agrees not to use or disclose any Confidential Material made  
13 available to it/him/her other than in accordance with the terms and conditions of this  
14 Stipulated Protective Order.

15 Dated: \_\_\_\_\_, 20\_\_

16  
17  
18 By: \_\_\_\_\_

19 Signature

20  
21  
22 \_\_\_\_\_  
23 Printed Name