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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant
 HARVEST MANAGEMENT SUB LLC
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8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**

11 SUSAN DURANTE, an individual, and
 BARBARA ELIN WRIGHT, an
 12 individual,

Case No. 2:16-cv-03206-CAS-JPRx
 Assigned to Judge Christina A. Snyder

13 Plaintiffs,

**STIPULATION AND AGREED
 PROTECTIVE ORDER**

14 v.

15 HARVEST MANAGEMENT SUB
 LLC, a Delaware corporation, and
 16 DOES 1-10, Inclusive,

Action Filed: March 4, 2016
 Trial Date: None Set

17 Defendants.

PAYNE & FEARS LLP
 ATTORNEYS AT LAW
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1 protection, the Producing Party also must identify the protected portion(s) (e.g., by
2 making appropriate markings in the margins). The Designating Party must
3 designate for protection only those parts of material, documents, items, or oral or
4 written communications that qualify so that other portions of the material,
5 documents, items, or communications for which protection is not warranted are not
6 swept unjustifiably within the ambit of this Protective Order. Only the specific
7 portions of a document that a party believes in good faith deserve protection may be
8 designated as “Confidential.”
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10 5. Designation of a deposition or other discovery-related testimony, or
11 portions thereof, as “Confidential” shall be made by a statement on the record by
12 counsel for the party or other person making the claim of confidentiality at the time
13 of such testimony. The portions of depositions so designated as “Confidential” shall
14 be taken only in the presence of persons qualified to receive such information
15 pursuant to the terms of this Protective Order. Failure of any other person to comply
16 with a request to leave the deposition room will constitute sufficient justification for
17 the witness to refuse to answer any question calling for disclosure of Confidential
18 Information so long as persons not entitled by this Protective Order to have access to
19 such information are in attendance. The parties shall instruct the court reporter to
20 segregate such portions of the deposition in a separate transcript designated as
21 “Confidential.” Portions of such deposition transcripts shall be clearly marked as
22 “Confidential” on the cover or on each page, as appropriate.
23

24 6. No Confidential Information shall be disclosed by anyone receiving
25 such information and bound by this order (“Receiving Party”) to anyone other than
26 those persons designated herein, and in no event shall Confidential Information be
27 used, either directly or indirectly, by anyone receiving such information and bound
28 by this order for any business, commercial or competitive purpose or for any

1 purpose whatsoever other than the direct furtherance of the litigation of this action
2 in accordance with the provisions of this Protective Order.

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4 7. Unless otherwise ordered by the Court or permitted in writing by the
5 Designating Party or non-party, a Receiving Party shall not disclose any information
6 or item designated as “Confidential” to any other person except to:

7 a. Attorneys of record for the parties and their respective associates,
8 clerks and employees directly involved in the conduct of this litigation;

9 b. The parties hereto;

10 c. The Court and its personnel;

11 d. Court reporters and their staff, provided further that Confidential
12 Information filed with the Court shall be sealed subject to release only by order of
13 the Court or agreement of counsel (any party seeking to file Confidential
14 Information under seal must comply with Local Rule 79-5);

15 e. Expert witnesses retained to assist counsel in this litigation;

16 f. The author of the document or the original source of the
17 information;

18 g. Any deposition or discovery hearing witness in this litigation;

19 h. Any mock jury participant; and

20 i. Any other person with the prior written consent of the party who
21 has designated such information as “Confidential” or pursuant to an order of the
22 Court.

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24 8. The substance or content of Confidential Information, as well as all
25 notes and memoranda relating thereto, shall not be disclosed to anyone other than as
26 set forth in paragraphs 7(a)–(i) above.

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1 9. If a Receiving Party learns that, by inadvertence or otherwise, it has
2 disclosed Confidential Information to any person or in any circumstance not
3 authorized under this Protective Order, the Receiving Part must immediately (a)
4 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
5 best efforts to retrieve all unauthorized copies of the Confidential Information, (c)
6 inform the person or persons to whom unauthorized disclosures were made of all the
7 terms of this Protective Order, and (d) request such person or persons to execute the
8 “Acknowledgement and Agreement to Be Bound” that is attached to the Stipulation
9 as Exhibit A.

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11 10. Any party that wishes to challenge the designation of a document or
12 other information as “Confidential” may, for good cause, bring a motion before the
13 Court requesting that the Court deny the designation of any document or
14 information as “Confidential.” Any such motion must be filed in full compliance
15 with Local Rule 37. The interested parties or other persons shall attempt to resolve
16 such disagreements before submitting them to the Court. Pending resolution of any
17 dispute concerning such designation, all parties and persons governed by this
18 Protective Order shall treat all documents and information previously designated as
19 “Confidential” as protected from further disclosure by this Protective Order.

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21 11. The provisions of this Protective Order shall continue in effect until
22 otherwise ordered by the Court, after notice and an opportunity to be heard is
23 afforded to the parties to this action. The final determination or settlement of this
24 action shall not relieve any person who has agreed to be bound by the terms of this
25 Protective Order of his, her, or its obligations hereunder. Upon completion of the
26 litigation, all documents (including copies of documents) containing Confidential
27 Information shall retain their “Confidential” designation and be destroyed after the
28 requisite period under the law.

1 12. The provisions of this Protective Order shall apply only to discovery
2 proceedings. This Protective Order does not govern the use of Confidential
3 Information at trial or in nondiscovery proceedings. Any use of Confidential
4 Information at trial or in nondiscovery proceedings shall be governed by the trial
5 judge. The parties hereby reserve their right to use, or seek to limit the disclosure of,
6 Confidential Information at any such hearing or trial.

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8 13. Nothing in this Protective Order shall limit the use by any party, person
9 or entity of his, her or its own proprietary document or information for purposes
10 other than this litigation even if such documents or information have been
11 designated as “Confidential.”

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13 14. This Protective Order shall not preclude or limit any party’s right to
14 oppose or object to discovery on any ground which would be otherwise available.
15 This Protective Order shall not preclude or limit any party’s right to seek in camera
16 review or to seek further and additional protection against or limitation upon
17 production or dissemination of information produced in response to discovery,
18 including documents and their contents. Any such motion must be filed in full
19 compliance with Local Rule 37.

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21 15. Any person to or by whom disclosure or inspection is made in violation
22 of this Protective Order, and who has agreed to this Protective Order, shall be bound
23 by the terms hereof.

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25 16. The parties hereto, and all other persons who agree to be bound by this
26 Protective Order, agree that any party or other person injured by a violation of this
27 Protective Order does not have an adequate remedy at law and that an injunction
28 against such violation is an appropriate remedy. In the event any person shall

1 violate or threaten to violate any terms of this Protective Order, the parties agree that
2 the aggrieved party may immediately apply to obtain injunctive relief against any
3 such person. In the event the aggrieved party shall do so, the respondent person
4 subject to the provisions of this Protective Order shall not employ as a defense
5 thereto the claim that the aggrieved party has an adequate remedy at law. Any
6 persons subject to the terms of this Protective Order agree that the Court shall retain
7 jurisdiction over it and them for the purposes of enforcing this Protective Order,
8 including but not limited to issuing an injunction. In addition to injunctive relief, as
9 specified herein, the Court may impose monetary and/or issue sanctions, as well as
10 other relief deemed appropriate under the circumstances for a violation of this
11 Protective Order.

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13 17. Neither entering into this Stipulation for Protective Order, nor receiving
14 any documents or other information designated as “Confidential” shall be construed
15 as an agreement or admission (1) that any document or information designated as
16 “Confidential” is in fact Confidential Information; (2) as to the correctness or truth
17 of any allegation made or position taken relative to any matter designated as
18 “Confidential;” or (3) as to the authenticity, competency, relevancy or materiality of
19 any information or document designated as “Confidential.”

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21 In the event the Court does not issue this Protective Order, the parties hereby
22 agree that the terms of the Stipulation are binding on the parties, except for those
23 sections which require the Court’s approval.

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1 **IT IS SO STIPULATED.**

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3 DATED: February 1, 2017

PAYNE & FEARS LLP

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By: /s/ Jenna M. Wysong
 JEFFREY K. BROWN
 JENNA M. WYSONG

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Attorneys for Defendant
HARVEST MANAGEMENT SUB LLC

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12 DATED: February 1, 2017

HARDIN & LOTT, APC

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By: /s/ James B. Hardin
 JAMES B. HARDIN

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Attorneys for Plaintiffs
SUSAN DURANTE and BARBARA
ELIN WRIGHT

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24 DATED: February 7, 2017

 Jean P. Rosenbluth

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Jean P. Rosenbluth

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U.S. Magistrate Judge

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