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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JONTUE FOWLER,  
Plaintiff,  
v.  
THE SYGMA NETWORK, INC. and  
DOES 1 to 100, inclusive,  
Defendants.

Case No.: 2:16-cv-07334-DMG-MRW  
**STIPULATED PROTECTIVE ORDER**  
Complaint Filed: August 30, 2016

1     **1.     GOOD CAUSE EXISTS FOR THE ENTRY OF THIS STIPULATED**  
2     **PROTECTIVE ORDER**

3     **A.     PURPOSES AND LIMITATIONS**

4           Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public  
6 disclosure and from use for any purpose other than prosecuting this litigation may be  
7 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
8 enter the following Stipulated Protective Order. The parties acknowledge that this  
9 Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords from public disclosure and use extends  
11 only to the limited information or items that are entitled to confidential treatment  
12 under the applicable legal principles. The parties further acknowledge, as set forth in  
13 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
14 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
15 procedures that must be followed and the standards that will be applied when a party  
16 seeks permission from the court to file material under seal.

17     **B.     GOOD CAUSE STATEMENT**

18           Plaintiff Jontue Fowler is a former Driver of Defendant The Sygma Network,  
19 Inc. He has brought suit against his former employer for wrongful termination in  
20 violation of public policy. As Mr. Fowler's work environment, work performance,  
21 and job expectations are at issue in this litigation; there is likelihood that this action  
22 will involve discovery into policies and practices likely to involve trade secrets,  
23 customer information, confidential training material, customer identity and  
24 customer requirements, confidential company protocol, and other valuable research,  
25 development, commercial, financial, technical and/or proprietary information for  
26 which special protection from public disclosure and from use for any purpose other  
27 than prosecution of this action is warranted. Such confidential and proprietary  
28 materials and information consist of, among other things, confidential business or

1 financial information, information regarding confidential business practices, or  
2 other confidential research, development, or commercial information (including  
3 information implicating privacy rights of third parties), information otherwise  
4 generally unavailable to the public, or which may be privileged or otherwise  
5 protected from disclosure under state or federal statutes, court rules, case decisions,  
6 or common law. Accordingly, to expedite the flow of information, to facilitate the  
7 prompt resolution of disputes over confidentiality of discovery materials, to  
8 adequately protect information the parties are entitled to keep confidential, to  
9 ensure that the parties are permitted reasonable necessary uses of such material in  
10 preparation for and in the conduct of trial, to address their handling at the end of the  
11 litigation, and serve the ends of justice, a protective order for such information is  
12 justified in this matter. It is the intent of the parties that information will not be  
13 designated as confidential for tactical reasons and that nothing be so designated  
14 without a good faith belief that it has been maintained in a confidential, non-public  
15 manner, and there is good cause why it should not be part of the public record of  
16 this case.

## 17 **2. DEFINITIONS**

18 2.1 Action: This pending federal lawsuit, *Fowler v. The Sygma Network,*  
19 *Inc.*, Case No. 2:16-cv-007334-DMG-MRW.

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
25 Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
27 their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as  
2 “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless  
4 of the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
9 an expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a  
16 party to this Action but are retained to represent or advise a party to this Action and  
17 have appeared in this Action on behalf of that party or are affiliated with a law firm  
18 which has appeared on behalf of that party, and includes support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation  
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
3 Material from a Producing Party.

4 **3. SCOPE**

5 The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10 **4. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations  
12 imposed by this Order shall remain in effect until a Designating Party agrees  
13 otherwise in writing or a court order otherwise directs. Final disposition shall be  
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
15 or without prejudice; and (2) final judgment herein after the completion and  
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
17 including the time limits for filing any motions or applications for extension of time  
18 pursuant to applicable law.

19 **5. DESIGNATING PROTECTED MATERIAL**

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material, documents, items, or oral or written  
25 communications that qualify so that other portions of the material, documents, items,  
26 or communications for which protection is not warranted are not swept unjustifiably  
27 within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper  
2 purpose (e.g., to unnecessarily encumber the case development process or to impose  
3 unnecessary expenses and burdens on other parties) may expose the Designating  
4 Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for  
22 inspection need not designate them for protection until after the inspecting Party has  
23 indicated which documents it would like copied and produced. During the inspection  
24 and before the designation, all of the material made available for inspection shall be  
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
26 documents it wants copied and produced, the Producing Party must determine which  
27 documents, or portions thereof, qualify for protection under this Order. Then, before  
28 producing the specified documents, the Producing Party must affix the

1 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
2 portion or portions of the material on a page qualifies for protection, the Producing  
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
4 markings in the margins).

5 (b) For testimony given in depositions that the Designating Party  
6 identify the Disclosure or Discovery Material on the record, before the close of the  
7 deposition all protected testimony.

8 (c) For information produced in some form other than documentary  
9 and for any other tangible items, that the Producing Party affix in a prominent place  
10 on the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify the  
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such material.  
17 Upon timely correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions of this  
19 Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 *et seq.*

26 6.3 The burden of persuasion in any such challenge proceeding shall be on  
27 the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party’s designation until the Court rules on the  
5 challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
8 disclosed or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this Action. Such  
10 Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the Action has been terminated, a  
12 Receiving Party must comply with the provisions of section 13 below (FINAL  
13 DISPOSITION).

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
22 as well as employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House  
25 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
26 Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to  
28 whom disclosure is reasonably necessary for this Action and who have signed the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and  
5 Professional Vendors to whom disclosure is reasonably necessary for this Action  
6 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
7 A);

8 (g) the author or recipient of a document containing the information  
9 or a custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, witnesses, and attorneys for witnesses,  
11 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
12 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
13 they will not be permitted to keep any confidential information unless they sign the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
15 agreed by the Designating Party or ordered by the court. Pages of transcribed  
16 deposition testimony or exhibits to depositions that reveal Protected Material may be  
17 separately bound by the court reporter and may not be disclosed to anyone except as  
18 permitted under this Stipulated Protective Order; and

19 (i) any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the parties engaged in settlement  
21 discussions.

22 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
23 **PRODUCED IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this Action as  
26 “CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such  
28

1 notification shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or  
3 order to issue in the other litigation that some or all of the material covered by the  
4 subpoena or order is subject to this Protective Order. Such notification shall include  
5 a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be  
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with  
9 the subpoena or court order shall not produce any information designated in this  
10 action as “CONFIDENTIAL” before a determination by the court from which the  
11 subpoena or order issued, unless the Party has obtained the Designating Party’s  
12 permission. The Designating Party shall bear the burden and expense of seeking  
13 protection in that court of its confidential material and nothing in these provisions  
14 should be construed as authorizing or encouraging a Receiving Party in this Action  
15 to disobey a lawful directive from another court.

16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced  
19 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
20 information produced by Non-Parties in connection with this litigation is protected  
21 by the remedies and relief provided by this Order. Nothing in these provisions  
22 should be construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery  
24 request, to produce a Non-Party’s confidential information in its possession, and the  
25 Party is subject to an agreement with the Non-Party not to produce the Non-  
26 Party’s confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the  
28 Non-Party that some or all of the information requested is subject to a

1 confidentiality agreement with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the  
3 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
4 reasonably specific description of the information requested; and

5 (3) make the information requested available for inspection  
6 by the Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this court  
8 within 14 days of receiving the notice and accompanying information, the Receiving  
9 Party may produce the Non-Party's confidential information responsive to the  
10 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
11 Party shall not produce any information in its possession or control that is subject to  
12 the confidentiality agreement with the Non-Party before a determination by the  
13 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
14 expense of seeking protection in this court of its Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
21 persons to whom unauthorized disclosures were made of all the terms of this Order,  
22 and (d) request such person or persons to execute the "Acknowledgment and  
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
25 **OTHERWISE PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other protection,  
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
2 may be established in an e-discovery order that provides for production without  
3 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
4 as the parties reach an agreement on the effect of disclosure of a communication or  
5 information covered by the attorney-client privilege or work product protection, the  
6 parties may incorporate their agreement in the stipulated protective order submitted  
7 to the court.

## 8 **12. MISCELLANEOUS**

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in this  
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
18 only be filed under seal pursuant to a court order authorizing the sealing of the  
19 specific Protected Material at issue. If a Party's request to file Protected Material  
20 under seal is denied by the court, then the Receiving Party may file the information  
21 in the public record unless otherwise instructed by the court.

## 22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within 60  
24 days of a written request by the Designating Party, each Receiving Party must return  
25 all Protected Material to the Producing Party or destroy such material. As used in  
26 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected  
28 Material. Whether the Protected Material is returned or destroyed, the Receiving

1 Party must submit a written certification to the Producing Party (and, if not the same  
2 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
3 (by category, where appropriate) all the Protected Material that was returned or  
4 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
5 abstracts, compilations, summaries or any other format reproducing or capturing any  
6 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
9 reports, attorney work product, and consultant and expert work product, even if such  
10 materials contain Protected Material. Any such archival copies that contain or  
11 constitute Protected Material remain subject to this Protective Order as set forth in  
12 Section 4 (DURATION).

13 **14.** Any violation of this Order may be punished by any and all appropriate  
14 measures including, without limitation, contempt proceedings and/or monetary  
15 sanctions.

16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 Dated: May 8, 2017  
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20

21 By: /S/ Michael R. Wilner  
22 HON. MICHAEL R. WILNER  
23 United States Magistrate Judge  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name],  
4 of \_\_\_\_\_ [print or type full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ [date] in the case of *Fowler*  
8 *v. The Sygma Network, Inc.*, Case No. 2:16-cv-007334-DMG-MRW. I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective Order and  
10 I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
12 not disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of  
17 this Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_  
19 \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
20 \_\_\_\_\_ [print or type full address and telephone number] as my  
21 California agent for service of process in connection with this action or any  
22 proceedings related to enforcement of this Stipulated Protective Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_