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

MANUEL VARGAS, an individual,

Plaintiffs,

vs.

UNITED PARCEL SERVICE,
INC., et al.

Defendants.

Case No. 2:16-cv-08387-AB-JPR

Honorable Andre Birotte, Jr.
Courtroom 4

**STIPULATED PROTECTIVE
ORDER**

**NOTE CHANGES MADE BY THE
COURT**

Defendant UNITED PARCEL SERVICE, INC., (“Defendant”), and Plaintiff, MANUEL VARGAS (“Plaintiff”) (collectively “Parties”), acknowledge discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

The parties acknowledge that this order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties

1 further acknowledge, as set forth in Section 12.3, below, that this order does not
2 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
3 forth the procedures that must be followed and the standards that will be applied
4 when a party seeks permission from the court to file material under seal.

5 Accordingly, the Parties agree to be bound by, and agree to instruct their
6 representatives to abide by, the terms of the following protective order, and hereby
7 stipulate to and petition the Court to enter the following stipulated protective order
8 (hereafter “Stipulated Protective Order” or “Order”).

9 **IT IS STIPULATED:**

10 **1. Good Cause.** This action is likely to involve confidential and/or
11 proprietary information for which special protection from public disclosure and
12 from use for any purpose other than prosecution of this action is warranted. Such
13 confidential and proprietary materials and information consist of, among other
14 things, confidential business or financial information, information regarding
15 confidential business practices, or other confidential research, development, or
16 commercial information (including information implicating privacy rights of third
17 parties), information otherwise generally unavailable to the public, or which may
18 be privileged or otherwise protected from disclosure under state or federal
19 statutes, court rules, case decisions, or common law. Accordingly, to expedite the
20 flow of information, to facilitate the prompt resolution of disputes over
21 confidentiality of discovery materials, to adequately protect information the
22 Parties believe they are entitled to keep confidential, to ensure that the Parties are
23 permitted reasonable necessary uses of such material in preparation for trial, to
24 address their handling at the end of the litigation, and serve the ends of justice, a
25 protective order for such information is justified in this matter. It is the intent of
26 the Parties that information will not be designated as confidential for tactical
27 reasons and that nothing be so designated without a good faith belief that it has
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1 been maintained in a confidential, non-public manner, and there is good cause
2 why it should not be part of the public record of this case.

3 **2. Definitions.**

4 (a) **Action:** Manuel Vargas v. United Parcel Service, Inc., *et al.*

5 (b) **Challenging Party:** a Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 (c) **“CONFIDENTIAL” Information or Items:** information
8 (regardless of how it is generated, stored or maintained) or tangible things that
9 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
10 specified above.

11 (d) **Counsel:** Outside Counsel of Record and House Counsel (as well as
12 their support staff).

13 (e) **Designating Party:** a Party or Non-Party that designates information
14 or items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 (f) **Discovery Material:** all items or information, regardless of the
17 medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced
19 or generated in disclosures or responses to discovery in this matter.

20 (g) **Expert:** a person with specialized knowledge or experience in a
21 matter pertinent to the litigation who has been retained by a Party or its counsel to
22 serve as an expert witness or as a consultant in this Action.

23 (h) **House Counsel:** attorneys who are employees of a party to this
24 Action. House Counsel does not include Outside Counsel of Record or any other
25 outside counsel.

26 (i) **Non-Party:** any natural person, partnership, corporation, association,
27 or other legal entity not named as a Party to this action.

1 (j) **Outside Counsel of Record:** attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this Action
3 and have appeared in this Action on behalf of that party or are affiliated with a law
4 firm which has appeared on behalf of that party, and includes support staff.

5 (k) **Party:** any party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and
7 their support staffs).

8 (l) **Producing Party:** a Party or Non-Party that produces Discovery
9 Material in this Action.

10 (m) **Professional Vendors:** persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits
12 or demonstrations, and organizing, storing, or retrieving data in any form or
13 medium) and their employees and subcontractors.

14 (n) **Confidential Material:** any Discovery Material that is designated as
15 “CONFIDENTIAL.”

16 (o) **Receiving Party:** a Party that receives Discovery Material from a
17 Producing Party.

18 **3. Scope.** The protections conferred by this Stipulated Protective Order cover
19 not only Confidential Material (as defined above), but also (1) any information
20 copied or extracted from Confidential Material; (2) all copies, excerpts,
21 summaries, or compilations of Confidential Material; and (3) any testimony,
22 conversations, or presentations by Parties or their Counsel that might reveal
23 Confidential Material.

24 Any use of Confidential Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Confidential Material at trial.

26 **4. Duration.**

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

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

7 **5. Designating Confidential Information.**

8 (a) Exercise of Restraint and Care in Designating Material for
9 Protection. Each Party or Non-Party that designates information or items for
10 protection under this Order must take care to limit any such designation to specific
11 material that qualifies under the appropriate standards. The Designating Party
12 must designate for protection only those parts of material, documents, items, or
13 oral or written communications that qualify so that other portions of the material,
14 documents, items, or communications for which protection is not warranted are
15 not swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited.
17 Designations that are shown to be clearly unjustified or that have been made for
18 an improper purpose (e.g., to unnecessarily encumber the case development
19 process or to impose unnecessary expenses and burdens on other parties) may
20 expose the Designating Party to sanctions.

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

25 (b) Manner and Timing of Designations. Except as otherwise provided
26 in this Order (see, e.g., second paragraph of section b(i) below), or as otherwise
27 stipulated or ordered, Discovery Material that qualifies for protection under this
28 Order must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 i. for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
6 contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party
11 has indicated which documents it would like copied and produced. During the
12 inspection and before the designation, all of the material made available for
13 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
14 identified the documents it wants copied and produced, the Producing Party must
15 determine which documents, or portions thereof, qualify for protection under this
16 Order. Then, before producing the specified documents, the Producing Party must
17 affix the “CONFIDENTIAL legend” to each page that contains Protected
18 Material. If only a portion or portions of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the protected portion(s)
20 (e.g., by making appropriate markings in the margins).

21 ii. for testimony given in depositions, that the Designating Party
22 identify the Discovery Material on the record, before the close of the deposition.

23 iii. for information produced in some form other than documentary
24 and for any other tangible items, that the Producing Party affix in a prominent
25 place on the exterior of the container or containers in which the information is
26 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
27 information warrants protection, the Producing Party, to the extent practicable,
28 shall identify the protected portion(s).

1 (c) Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 **6. Challenging Confidential Designations.**

8 (a) Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 (b) Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1 et seq.

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

21 **7. Access to and Use of Confidential Material**

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

1 Confidential Material must be stored and maintained by a Receiving Party
2 at a location and in a secure manner that ensures that access is limited to the
3 persons 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
7 “CONFIDENTIAL” only to:

8 i. 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 reasonably
10 necessary to disclose the information for this Action;

11 ii. the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 iii. Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 iv. the court and its personnel;

17 v. court reporters and their staff;

18 vi. professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 vii. the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 viii. during their depositions, witnesses, and attorneys for witnesses, in the
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing
25 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
26 they will not be permitted to keep any confidential information unless they sign
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
28 otherwise agreed by the Designating Party or ordered by the court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Confidential
2 Material may be separately bound by the court reporter and may not be disclosed
3 to anyone except as permitted under this Stipulated Protective Order; and

4 ix. any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions or
6 ordered by the Court.

7 **8. Confidential Material Subpoenaed or Ordered Produced in Other**
8 **Litigation.** If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated in this
10 Action as “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order unless prohibited by law;

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

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Confidential Material may be affected.

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

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2 **9. A Non-Party's Confidential Material Sought to be Produced in this**
3 **Litigation.**

4 (a) The terms of this Order are applicable to information produced by a
5 Non-Party in this Action and designated as "CONFIDENTIAL." Such
6 information produced by Non-Parties in connection with this litigation is protected
7 by the remedies and relief provided by this Order. Nothing in these provisions
8 should be construed as prohibiting a Non-Party from seeking additional
9 protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party's confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party's
13 confidential information, then the Party shall:

- 14 1. promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a
16 confidentiality agreement with a Non-Party;
- 17 2. promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably
19 specific description of the information requested; and
- 20 3. make the information requested available for inspection by the
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within
23 14 days of receiving the notice and accompanying information, the Receiving
24 Party may produce the Non-Party's confidential information responsive to the
25 discovery request. If the Non-Party timely seeks a protective order, the Receiving
26 Party shall not produce any information in its possession or control that is subject
27 to the confidentiality agreement with the Non-Party before a determination by the
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1 court. Absent a court order to the contrary, the Non-Party shall bear the burden
2 and expense of seeking protection in this court of its Protected Material.

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

12 **11. Inadvertent Production of Privileged or Otherwise Protected**
13 **Material.** When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of
20 disclosure of a communication or information covered by the attorney-client
21 privilege or work product protection, the parties may incorporate their agreement
22 in the stipulated protective order submitted to the court provided the Court so
23 allows.

24 **12. Miscellaneous.**

25 (a) **Right to Further Relief.** Nothing in this Order abridges the right of
26 any person to seek its modification by the Court in the future.

27 (b) **Right to Assert Other Objections.** By stipulating to the entry of
28 this Protective Order no Party waives any right it otherwise would have to object

1 to disclosing or producing any information or item on any ground not addressed in
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on
3 any ground to use in evidence of any of the material covered by this Protective
4 Order.

5 (c) **Filing Protected Material**. A Party that seeks to file under seal any
6 Confidential Material must comply with Civil Local Rule 79-5. Confidential
7 Material may only be filed under seal pursuant to a court order authorizing the
8 sealing of the specific Confidential Material at issue. If a Party's request to file
9 Confidential Material under seal is denied by the court, then the Receiving Party
10 may file the information in the public record unless otherwise instructed by the
11 court.

12 **13. Final Disposition**. After the final disposition of this Action, as defined in
13 paragraph 4, within 60 days of a written request by the Designating Party, each
14 Receiving Party must return all Confidential Material to the Producing Party or
15 destroy such material. As used in this subdivision, “all Confidential Material”
16 includes all copies, abstracts, compilations, summaries, and any other format
17 reproducing or capturing any of the Confidential Material. Whether the
18 Confidential Material is returned or destroyed, the Receiving Party must submit a
19 written certification to the Producing Party (and, if not the same person or entity,
20 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
21 where appropriate) all the Confidential Material that was returned or destroyed
22 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
23 compilations, summaries or any other format reproducing or capturing any of the
24 Confidential Material. Notwithstanding this provision, Counsel are entitled to
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and
26 hearing transcripts, legal memoranda, correspondence, deposition and trial
27 exhibits, expert reports, attorney work product, and consultant and expert work
28 product, even if such materials contain Confidential Material. Any such archival

1 copies that contain or constitute Confidential Material remain subject to this
2 Protective Order as set forth in Section 4 (**Duration**).

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 Dated: November 13, 2017

RAYAS LAW

8 By: /s/ Jonathan Rayas

9 Jonathan Rayas, Esq.
10 Attorney for Plaintiff
11 MANUEL VARGAS

12 Dated: November 13, 2017

BROWN LAW GROUP

13 By: /s/ Dana C. Nicholas

14 Stacy L. Fode, Esq.
15 Dana C. Nicholas, Esq.
16 Attorneys for Defendant
17 UNITED PARCEL SERVICE, INC.

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20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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22 DATED: November 13, 2017

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24 **JEAN ROSENBLUTH**

25 Hon. Jean P. Rosenbluth
26 United States Magistrate Judge
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EXHIBIT "A"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of
California on _____ in the case of Vargas v. United Parcel Service, Inc. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order. I further agree to submit to the jurisdiction of
the United States District Court for the Central District of California for the
purpose of enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____