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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RACHEL YAS, an individual,
Plaintiff,
vs.
PERKINS + WILL, INC., a corporation;
CAGRI KANVER, an individual; and
DOES 1 through 10, inclusive,
Defendants.

Case No. 2:16-cv-08904-CAS-KS
STIPULATED PROTECTIVE ORDER
Complaint Filed: 09-21-2016
Trial Date: 11-14-2017

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties’ Stipulation Regarding Protective Order (“Stipulation”) filed on July 19, 2017 and subsequent good cause statement, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been modified by the Court’s amendment of the text on page 2 of the Stipulation and paragraphs I.B(6), II.A(2), III.A, and III.B of the Stipulation.

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**I. USE OF CONFIDENTIAL INFORMATION AND MATERIALS
IN DISCOVERY**

A. Designated Material: During discovery in this Action, whether done by formal or informal means, any information or materials within the scope of Federal Rules of Civil Procedure 26 through 27, including but not limited to documents, deposition testimony, transcripts and exhibits, interrogatory responses, responses to requests for admission, subpoenaed records and other written, recorded, electronic or graphic materials, may be designated as confidential, as provided herein, by the person or entity producing, submitting, filing or lodging it, or by any party to this Action (the “Designator”). A Designator may only designate information and material confidential when the Designator has a good faith belief that it contains Protected Information subject to protection under Federal Rule of Civil Procedure 26(c). Information covered by these provisions shall be referred to in this stipulation and order (“Stipulation”) as “Designated Material.” Designated Material shall be used only in connection with the litigation among the parties. Should privileged material be produced inadvertently as Designated Material, it is agreed that such production shall not be deemed to be a waiver of any applicable privilege.

B. Access to Designated Material: Except with the prior written consent of both parties to this Action or a prior Court order, parties may only disclose or produce copies of Designated Material to the following persons or entities:

- (1) parties to this Action and their officers, directors and/or current employees;
- (2) persons previously employed by Perkins + Will, Inc. (“P+W”) as of the date the material at issue was created, and who had access to the material in the course and scope of their duties;
- (3) the parties’ counsel in this Action, including in-house counsel and such

1 counsel's legal associates, paralegals, secretaries, office staffs and agents;

2 (4) independent experts or consultants and their staffs who are retained to
3 assist counsel in this Action, provided such experts or consultants shall, prior to any
4 disclosure, execute a Certification to be bound by this Stipulation in the form
5 attached hereto as Exhibit A;

6 (5) third parties retained by counsel in this Action for purposes of
7 copying, computer coding or providing other document processing services;

8 (6) **the Court and** court personnel in this Action, including court reporters
9 and court officers, and subject to the terms set forth in section II of this Stipulation
10 where applicable;

11 (7) any witness shown the materials during a deposition in this Action;

12 (8) any witness (other than persons described in paragraph I.B.(7)),
13 provided they first execute a Certification to be bound by this Stipulation in the
14 form attached hereto as Exhibit A; and;

15 (9) any person who appears as an author, addressee or recipient on the
16 face of the materials at issue.

17 In addition to the foregoing, P+W may disclose materials it has designated as
18 confidential (in the manner specified in section I.C below) to its customers,
19 vendors, affiliates, agents, and persons or entities of any kind as needed for
20 business or legal purposes.

21 **C. Designating Discovery Documents and Materials:**

22 (1) Designated Material disclosed in discovery must be marked
23 "CONFIDENTIAL" by the Designator. Where a document or response consists of
24 more than one page, the first page and each page or the portion thereof on which
25 confidential information appears shall be so marked.

26 (2) In the case of materials produced by a non-party, any party may
27 obtain a written stipulation from all parties, or seek a protective order, to designate
28 such materials confidential and subject to the terms of this Stipulation.

1 **D. Designating Deposition Transcripts and Exhibits:**

2 (1) Deposition transcripts or portions thereof may be designated as
3 confidential either:

4 (a) at the deposition itself and by request of any party, or

5 (b) by captioned written notice to the reporter, and all counsel of
6 record, given within 20 calendar days following notice from the
7 reporter that the transcript is available for review. When such
8 notice is served, all noticed counsel shall be responsible for
9 marking the copies of the designated transcript or portion
10 thereof in their possession or control as

11 “CONFIDENTIAL.” Until the 20 calendar days provided for in
12 this paragraph expire, the entire deposition transcript shall be
13 treated as if it had been designated “CONFIDENTIAL.”

14 (2) Any party may mark Designated Material as a deposition exhibit and
15 examine any witness thereon, provided the exhibit and related transcript pages
16 receive the same confidentiality designation as the original Designated Material.

17 (3) Where deposition testimony is expected to be designated confidential,
18 the Designator may exclude from the deposition all persons other than those to
19 whom the Designated Material may be disclosed under paragraph I.B of this
20 Stipulation.

21 **E. Copies of Designated Material:** Copies of Designated Material may only
22 be made by or for persons and entities identified in paragraph I.B, provided all
23 copies are appropriately marked “CONFIDENTIAL.”

24 **II. USE OF CONFIDENTIAL INFORMATION AND MATERIALS IN**
25 **COURT**

26 **A. Procedures for Submitting Records to the Court:**

27 (1) Fourteen (14) days before lodging and/or filing any Designated
28 Material in connection with any law and motion matter, a non-Designator shall

1 submit the Designated Material to the Designator, and the parties shall meet and
2 confer regarding whether the Designated Material may be submitted to the Court in
3 a redacted form or in some other form. If the parties are unable to reach an
4 agreement regarding submission of the Designated Material, the Designator shall
5 file a motion to seal the Designated Material and shall comply with Local Rule 79-5
6 of the U.S. District Court, Central District of California.

7 (2) For Designated Material to be used as evidence at trial, and as part of
8 the pre-trial meet and confer process, the parties will determine whether the
9 Designated Material may be used at trial in a redacted form or in some other form.
10 If the parties are unable to reach an agreement regarding the use of Designated
11 Material at trial, the Designator shall raise the issue with the Court **in compliance**
12 **with the assigned district judge's procedures or, if there are no relevant**
13 **procedures**, by motion or otherwise, at the pre-trial conference scheduled in this
14 matter.

15 III. MISCELLANEOUS PROVISIONS

16 **A. Subpoenas for Designated Material:** If any person or entity subject to this
17 Stipulation receives a subpoena for production of Designated Material, such person
18 or entity shall promptly notify all counsel in this Action. Upon receipt of such
19 notice, the Designator may object in writing. The person or entity receiving the
20 subpoena shall not produce any Designated Material in response to the subpoena:
21 (1) without the prior written consent of the Designator; (2) while a motion for
22 protective order is pending; or (3) until the last day allowed for production where
23 no motion for protective order is filed. **Nothing in this Protective Order should**
24 **be construed as authorizing a Receiving Party in this action to disobey a lawful**
25 **directive from another court.**

26 **B. Objections:** A party may challenge the propriety of any designation under
27 this Stipulation within 30 calendar days of the designation. A challenge may be
28 made by serving on all other parties a captioned notice of objection, which shall

1 identify with particularity the Designated Material at issue, state the basis for each
2 challenge and propose a new designation for each item. The parties shall have
3 seven calendar days after service of an objection to meet and confer and attempt
4 resolution of the challenged designation (“Meet and Confer Period”). The material
5 at issue shall be deemed re-designated as proposed by the challenging party unless,
6 within 10 court days after expiration of the Meet and Confer Period, the Designator
7 has filed and served a motion for a protective order to maintain the original
8 designation, or to establish other confidentiality protections. **The Designating**
9 **Party shall bear the burden of establishing the propriety of the challenged**
10 **designation.** Notwithstanding any challenge to the designation of material as
11 confidential, all documents shall be treated as such and shall be subject to the
12 provisions of this Stipulation unless and until one of the following occurs:

13 (1) the party or non-party who claims the material is confidential
14 withdraws such designation in writing; or

15 (2) the party or non-party who claims the material is confidential fails to
16 timely apply to the Court for an order designating it as such as provided in this
17 paragraph above; or

18 (3) the Court rules the material is not confidential.

19 **C. No Prejudice:**

20 (1) Nothing in this Stipulation shall preclude any party from seeking and
21 obtaining additional or different protection permitted by law with respect to the
22 confidentiality of any information or material.

23 (2) This Stipulation shall not diminish any existing obligation or right with
24 respect to Designated Material.

25 (3) The parties shall make best efforts to assert any claims of
26 confidentiality prior to, or at the time when, responsive discovery is disclosed. The
27 production of materials by any party shall be without prejudice to any claim by the
28 producing party that such material should have been designated as confidential.

1 (4) A party may assert a claim of confidentiality in writing and with
2 particularity within a reasonable time after learning of an inadvertent or mistaken
3 disclosure. The materials at issue shall then be treated as if the claim were made
4 prior to disclosure. If within a reasonable time after documents are inadvertently or
5 mistakenly disclosed the producing party asserts a claim that such documents are
6 confidential, the receiving parties shall take prompt steps to ensure all known
7 copies of the documents are promptly returned to the producing party for
8 designation. After designation, the producing party shall promptly return copies to
9 each of the receiving parties. The receiving parties may thereafter contest the claim
10 of confidentiality as set forth herein.

11 **D. Final Disposition:** Upon final termination of this Action, and at the written
12 request of the Designator, all Designated Material and all copies thereof shall,
13 within 30 days of such request, be: (1) returned to counsel for the party or non-
14 party that produced the material; or (2) destroyed. Notwithstanding this paragraph,
15 counsel for the parties may retain pleadings, correspondence, attorney and
16 consultant work product, and deposition transcripts and exhibits for archival
17 purposes.

18 **E. Improper Disclosure:**

19 (1) The parties and their counsel are required to use reasonable care and
20 precaution to protect the confidentiality of material covered by this Stipulation. If
21 Designated Material submitted in accordance with the terms of this Stipulation is
22 disclosed to any person or entity other than in the manner authorized by the terms
23 herein, the party and/or person responsible for the disclosure must immediately
24 bring all pertinent facts relating to such disclosure to the attention of all uninvolved
25 parties and, without prejudice to any other rights under this Stipulation, make every
26 effort to prevent further disclosures by the persons or entities to whom the
27 information was disclosed.

28 (2) The parties agree that the unauthorized disclosure of Designated


1 Material may cause irreparable injury to the non-breaching party. Therefore, in the
2 event of any breach or threatened breach of the provisions herein, the non-
3 breaching party shall be entitled to seek immediate injunctive relief by way of *ex*
4 *parte* hearing or as otherwise allowed by law or equity. The decision by a non-
5 breaching party to seek such injunctive relief will be without prejudice to any other
6 rights or remedies, legal or equitable, which the non-breaching party might have in
7 the event of such a breach or threatened breach. A non-breaching party seeking or
8 obtaining relief under this provision shall not constitute a waiver or release of any
9 other rights or remedies available to such party.

10 **F. Survival:** The binding effect of this Stipulation shall survive termination of
11 this Action, and the Court shall retain jurisdiction to enforce the Stipulation.

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13 Good cause appearing, the terms of this Stipulation and Protective Order are
14 hereby approved and adopted.

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16 **IT IS SO ORDERED.**

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18 Dated: July 28, 2017

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20 KAREN L. STEVENSON
21 UNITED STATES MAGISTRATE JUDGE
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**STIPULATION AND PROTECTIVE
ORDER – EXHIBIT A**

Complaint Filed: 09-21-2016
Trial Date: 11-14-2017

1. My name is _____. My current work or home (circle one) address is _____.

2. I have received and read a copy of the Stipulation and Protective Order (“Order”) entered in this action. I understand the provisions of the Order and agree to comply with and be bound by its provisions. I submit to the jurisdiction of this Court for purposes of enforcing any of the terms of the Order.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this ____ day of _____, 20____, at _____,
(City)

(State)

(Signature)