

Miller
LAW GROUP
A PROFESSIONAL CORPORATION

1 Lisa C. Hamasaki (SBN 197628)
2 *lch@millerlawgroup.com*
3 MILLER LAW GROUP
4 A Professional Corporation
5 111 Sutter Street, Suite 700
6 San Francisco, CA 94104
7 Tel: (415) 464-4300
8 Fax: (415) 464-4336

7 Holly R. Lake (SBN 204304)
8 *hlake@millerlawgroup.com*
9 MILLER LAW GROUP
10 A Professional Corporation
11 11845 West Olympic Boulevard, Suite 910W
12 Los Angeles, CA 90064-1149
13 Tel: (310) 943-8500
14 Fax (310) 943-8501

13 Attorneys for Defendants
14 AT&T MOBILITY SERVICES LLC
15 (erroneously sued as AT&T MOBILITY
16 LLC)

17 **ADDITIONAL COUNSEL LISTED ON NEXT PAGE**

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

21 DORA MENDOZA, an Individual,
22
23 Plaintiff,

24 v.

25 AT&T MOBILITY LLC and DOES 1
26 through 25, inclusive;
27
28 Defendants.

Case No.: 2:17-cv-03516 ODW (ASx)

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

1 Harout Messrelian (SBN 272020)
2 *hmessrelianlaw@gmail.com*
3 MESSRELIAN LAW INC.
4 101 N Brand Boulevard, Suite 1970
5 Glendale, CA 91203-4606
6 Tel: (818) 484-6531
7 Fax: (818) 956-1983

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Attorneys for Plaintiff
DORA MENDOZA

1 1. A. PURPOSES AND LIMITATIONS

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

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, development, commercial,
17 financial, technical and/or confidential and proprietary information for which special
18 protection from public disclosure and from use for any purpose other than prosecution
19 of this action is warranted. Such confidential and proprietary materials and information
20 consist of, among other things, confidential business or financial information, information
21 regarding confidential business practices, or other confidential or commercial
22 information (including information implicating privacy rights of current and/or former
23 employees of AT&T Mobility Services LLC (“Defendant”), customers, as well as third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of information,
27 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,
28 to adequately protect information the parties are entitled to keep confidential, to ensure

1 that the parties are permitted reasonable necessary uses of such material in preparation for
2 and in the conduct of trial, to address their handling at the end of the litigation, and serve
3 the ends of justice, a protective order for such information is justified in this matter. It is
4 the intent of the parties that information will not be designated as confidential for tactical
5 reasons and that nothing be so designated without a good faith belief that it has been
6 maintained in a confidential non-public manner, and there is good cause why it should not
7 be part of the public record of this case.

8
9 2. DEFINITIONS

10 2.1 Action: *Dora Mendoza, an Individual, v. AT&T Mobility LLC and*
11 *Does 1 through 25, inclusive*;¹ Case No. 2:17-cv-03516 ODW (ASx), pending before the
12 United States District Court, Central District of California.

13 2.2 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
18 Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information
22 or items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24
25
26 ¹ Plaintiff originally filed this lawsuit naming AT&T Mobility LLC as the Defendant but has
27 since come to learn that the proper defendant, and Plaintiff’s former employer, was actually
28 AT&T Mobility Services LLC. As such, the parties agreed that AT&T Mobility Services LLC
will stand in the place of AT&T Mobility LLC and that AT&T Mobility Services LLC shall be
considered the defendant in this case.

1 2.6 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association,
11 or other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which has
15 appeared on behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation
22 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 3. SCOPE

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

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9
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 otherwise in
13 writing or a court order otherwise directs. Final disposition shall be deemed to be the later
14 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
15 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
16 remands, trials, or reviews of this Action, including the time limits for filing any motions
17 or applications for extension of time pursuant to applicable law.

18
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 this
22 Order must take care to limit any such designation to specific material that qualifies under
23 the appropriate standards. The Designating Party must designate for protection only those
24 parts of material, documents, items, or oral or written communications that qualify so that
25 other portions of the material, documents, items, or communications for which protection
26 is not warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper purpose

1 (e.g., to unnecessarily encumber the case development process or to impose unnecessary
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

6 5.2 Manner and Timing of Designations. Except as otherwise provided in
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
8 or ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

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

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

1 (b) for testimony given in depositions that the Designating Party
2 identify the Disclosure or Discovery Material on the record, before the close of the
3 deposition all protected testimony.

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

9 5.3 Inadvertent Failure to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive the
11 Designating Party’s right to secure protection under this Order for such material. Upon
12 timely correction of a designation, the Receiving Party must make reasonable efforts to
13 assure that the material is treated in accordance with the provisions of this Order.

14
15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s Scheduling
18 Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37-1, *et seq.*

21 6.3 The burden of persuasion in any such challenge proceeding shall be
22 on the Designating Party. Frivolous challenges, and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose
24 the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
25 the confidentiality designation, all parties shall continue to afford the material in question
26 the level of protection to which it is entitled under the Producing Party’s designation until
27 the Court rules on the challenge.

28

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that
3 is disclosed or produced by another Party or by a Non-Party in connection with this Action
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the Action has been terminated, a Receiving Party must
7 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
14 only to:

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

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

21 (c) Experts (as defined in this Order) of the Receiving Party to
22 whom disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

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

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

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

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

14
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
16 PRODUCED IN OTHER LITIGATION

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

20 (a) promptly notify in writing the Designating Party. Such
21 notification shall include a copy of the subpoena or court order;

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

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

28

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

9
10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
11 PRODUCED IN THIS LITIGATION

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

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

21 (1) promptly notify in writing the Requesting Party and the
22 Non-Party that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

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

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

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

9
10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19
20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
21 OTHERWISE PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection, the
24 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
25 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
26 established in an e-discovery order that provides for production without prior privilege
27 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
28 an agreement on the effect of disclosure of a communication or information covered by

1 the attorney-client privilege or work product protection, the parties may incorporate their
2 agreement in the stipulated protective order submitted to the Court.

3
4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Protective Order, no Party waives any right it otherwise would have to object to disclosing
9 or producing any information or item on any ground. Similarly, no Party waives any right
10 to object on any ground to use in evidence of any of the material covered by this Protective
11 Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only
14 be filed under seal pursuant to a court order authorizing the sealing of the specific
15 Protected Material at issue. If a Party's request to file Protected Material under seal is
16 denied by the Court, then the Receiving Party may file the information in the public record
17 unless otherwise instructed by the Court.

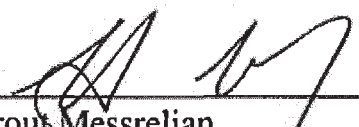
18
19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in section 4, within 60
21 days of a written request by the Designating Party, each Receiving Party must return all
22 Protected Material to the Producing Party or destroy such material. As used in this
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected Material.
25 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
26 a written certification to the Producing Party (and, if not the same person or entity, to the
27 Designating Party) by the 60 day deadline that (1) identifies (by category, where
28 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that

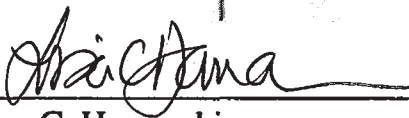
1 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
2 any other format reproducing or capturing any of the Protected Material. Notwithstanding
3 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition and hearing transcripts, legal memoranda, correspondence, trial
5 exhibits, expert reports, attorney work product, and consultant and expert work product,
6 even if such materials contain Protected Material. Any such archival copies that contain
7 or constitute Protected Material remain subject to this Protective Order as set forth in
8 section 4 (DURATION).

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

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14 _____
15 
16 Harout Messrelian
17 Attorneys for Plaintiff
18 DORA MENDOZA

19 DATED: 8/30/17

20 _____
21 
22 Lisa C. Hamasaki
23 Holly R. Lake
24 Attorneys for Defendants
25 AT&T MOBILITY SERVICES LLC
26 (erroneously sued as AT&T MOBILITY LLC)

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 7, 2017

_____/s/ Alka Sagar

Honorable Alka Sagar

United States Magistrate Judge

27 DATED: 9/5/2017

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 _____[date] in the case of *Dora Mendoza v. AT&T Mobility LLC and Does
1 through 25, inclusive, Case No. 2:17-cv-03516-ODW(ASx)*. 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: _____