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 10 CDN LOGISTICS, INC. AND THE  
 CUSTOM COMPANIES, INC.

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

13 MANUEL CONTRERAS,  
 14  
 15 Plaintiff,

16 v.

17 CDN LOGISTICS, INC., an Illinois  
 Corporation; THE CUSTOM  
 18 COMPANIES, INC., an Illinois  
 Corporation, and DOES 1-50,  
 19 inclusive,  
 20 Defendants.

Case No. 2:17-cv-05213-DMG-MRW

HON. DOLLY GEE  
 HON. MAGISTRATE MICHAEL R.  
 WILNER

**STIPULATED PROTECTIVE  
 ORDER**  
 (MRW VERSION 2/17)

Original Complaint Filed: June 2, 2017  
 Trial Date: November 27, 2018

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 disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 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  
7 not 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  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
11 that this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15                         B.     GOOD CAUSE STATEMENT

16           This action is likely to involve confidential information, trade secrets, customer  
17 and pricing lists and other valuable research, development, commercial, financial,  
18 medical, technical and/or proprietary information for which special protection from  
19 public disclosure and from use for any purpose other than prosecution, defense, or  
20 attempted settlement of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, employment records,  
22 medical records, confidential business or financial information, information regarding  
23 confidential business practices or other confidential research, development, or  
24 commercial information otherwise generally unavailable to the public, or which may  
25 be privileged or otherwise protected from disclosure under state or federal statutes,  
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
27 information, to facilitate the prompt resolution of disputes over confidentiality of  
28 discovery materials, to adequately protect information the parties are entitled to keep

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

9 2. DEFINITIONS

10 2.1 Action: *Manuel Contreras v. CDN Logistics Inc.; The Custom*  
11 *Companies, Inc.*, Case No. 2:17-cv-05213-DMG-MRW.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 "CONFIDENTIAL."

23 2.6 Disclosure or Discovery Material: all items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

27 2.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as an

1 expert witness or as a consultant in this Action.

2 2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5 2.9 Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of that party, and includes support staff.

11 2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is  
21 designated as "CONFIDENTIAL."

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

### 24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or extracted  
27 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
28 Protected Material; and (3) any testimony, conversations, or presentations by Parties

1 or their Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial will be governed by the orders of the trial  
3 judge. This Order does not govern the use of Protected Material at trial.

4 4. DURATION

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

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for  
15 Protection. Each Party or Non-Party that designates information or items for  
16 protection under this Order must take care to limit any such designation to specific  
17 material that qualifies under the appropriate standards. The Designating Party must  
18 designate for protection only those parts of material, documents, items, or oral or  
19 written communications that qualify so that other portions of the material, documents,  
20 items, or communications for which protection is not warranted are not swept  
21 unjustifiably within the ambit of this Order.

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

27 If it comes to a Designating Party's attention that information or items that it  
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2       5.2 Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7       Designation in conformity with this Order requires:

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

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

27               (b) for testimony given in depositions that the Designating Party  
28 identify the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

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

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party's right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

## 14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court's  
17 Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
19 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
20 *et seq.*

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

## 28 7. ACCESS TO AND USE OF PROTECTED MATERIAL

1           7.1 Basic Principles. A Receiving Party may use Protected Material  
2 that is disclosed or produced by another Party or by a Non-Party in connection with  
3 this Action only for prosecuting, defending, or attempting to settle this Action. Such  
4 Protected Material may be disclosed only to the categories of persons and under the  
5 conditions described in this Order. When the Action has been terminated, a Receiving  
6 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

10           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
11 otherwise ordered by the court or permitted in writing by the Designating Party, a  
12 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
13 only to:

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

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

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

23                   (d) the Court and its personnel;

24                   (e) court reporters and their staff;

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

28                   (g) the author or recipient of a document containing the

1 information or a custodian or other person who otherwise possessed or knew the  
2 information;

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

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

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  
18 litigation that compels disclosure of any information or items designated in this  
19 Action as "CONFIDENTIAL," that Party must;

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

22 (b) promptly notify in writing the party who caused the subpoena or  
23 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 notifications shall include  
25 a 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 If the Designating Party timely seeks a protective order, the Party served with

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

8 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
9 PRODUCED IN THIS LITIGATION

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

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

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

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

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

27 (c) If the Non-Party fails to seek a protective order from this court  
28 within 14 days of receiving the notice and accompanying information, the Receiving

1 Party may produce the Non-Party's confidential information responsive to the  
2 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
3 Party will not produce any information in its possession or control that is subject to  
4 the confidentiality agreement with the Non-Party before a determination by the court.  
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
6 of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

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

28 12. MISCELLANEOUS

1           12.1 Right to Further Relief. Nothing in this Order abridges the right of  
2 any person to seek its modification by the Court in the future.

3           12.2 Right to Assert Other Objections. By stipulating to the entry of  
4 this Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in this  
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
7 ground to use in evidence of any of the material covered by this Protective Order.

8           12.3 Filing Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
10 only be filed under seal pursuant to a court order authorizing the sealing of the  
11 specific Protected Material at issue. If a Party's request to file Protected Material  
12 under seal is denied by the Court, then the Receiving Party may file the information in  
13 the public record unless otherwise instructed by the Court.

14           13. FINAL DISPOSITION

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

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

5 14. Any willful violation of this Order may be punished by civil or criminal  
6 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
7 authorities, or other appropriate action at the discretion of the Court.  
8

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
10  
11

12 DATED: January 10, 2018

\_\_\_\_\_  
WILLIAM O. KAMPF  
JOSEPH R. BECERRA  
Attorneys for Plaintiff

15 DATED: January 10, 2018

\_\_\_\_\_  
HEATHER M. VIGIL  
LILIANA KIM  
Attorneys for Defendants

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
19

20 DATED: January 11, 2018

  
\_\_\_\_\_  
HON. MICHAEL R. WILNER  
United States Magistrate Judge

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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
**[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 *Manuel Contreras v. CDN Logistics Inc.; The Custom Companies, Inc.*, Case No. 2:17-cv-05213-DMG-MRW. 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 \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[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: \_\_\_\_\_

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