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NOTE: CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

SERGE HAITAYAN, JASPREET  
DHILLON, ROBERT ELKINS, and  
MANINDER “PAUL” LOBANA,  
individually, and on behalf of others  
similarly situated,

Plaintiffs/Counterdefendants,

v.

7-ELEVEN, INC., a Texas corporation,

Defendant/Counterclaimant.

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7-ELEVEN, INC., a Texas corporation,

Third-Party Plaintiff,

vs.

LOBANA CORPORATION,

Third-Party Defendant.

Case No.: 2:17-cv-7454 JFW (JPRx)

**PROTECTIVE ORDER**

The Court, having reviewed and considered the Joint Stipulated Protective Order filed by Plaintiffs/Counterdefendants SERGE HAITAYAN, JASPREET DHILLON, ROBERT ELKINS, and MANINDER “PAUL” LOBANA, individually, and on behalf of others similarly situated, and Defendant/Counterclaimant/Third-Party

1 Plaintiff 7-ELEVEN, INC. (individually a “party,” and collectively the “parties”), and  
2 for good cause shown, now grants and enters the parties’ Stipulated Protective Order  
3 as follows:

4 1. In connection with discovery proceedings in this action, the parties or any  
5 other person or entity, including any third party, who produces or supplies  
6 information, documents or other materials used in this action may designate any  
7 document, thing, material, testimony or other information derived therefrom as  
8 “Confidential” under the terms of this Stipulated Protective Order (“Order”).  
9 Confidential documents, things, materials, testimony or other information  
10 (collectively, “Confidential Information”) is information which has not been made  
11 public and which (i) concerns or relates to the processes, operations, type of work, or  
12 to the production, sales, shipments, purchases, transfers, identification of customers,  
13 inventories, amount or source of any income, profits, losses, or expenditures of any  
14 persons, firm, partnership, corporation, or other organization, the disclosure of which  
15 information may have the effect of causing harm to the competitive position of the  
16 person, firm, partnership, corporation, or to the organization from which the  
17 information was obtained; (ii) is personal information; (iii) is protected from  
18 disclosure by contractual obligations with third-party vendors; or (iv) is otherwise  
19 protectable under applicable law.

20 2. By designating Confidential Information, or information derived  
21 therefrom as Confidential, under the terms of this Order, the party making the  
22 designation is certifying to the Court that there is good cause and a good faith basis in  
23 law and in fact for the designation within the meaning of Federal Rule of Civil  
24 Procedure 26(g).

25 3. Confidential documents shall be so designated by stamping the  
26 confidential portions of copies of the document produced to a party with the legend  
27 “CONFIDENTIAL.” Stamping the legend “CONFIDENTIAL” on the cover of any  
28 multi-page document shall designate all pages of the document as confidential, unless

1 otherwise indicated by the producing party. Other Confidential Information (e.g.,  
2 things, materials, testimony or other information derived therefrom) must be  
3 appropriately identified or described by the party seeking to designate it as  
4 Confidential. Mass, routine or indiscriminate confidential designations are prohibited  
5 and may subject of the designator to sanctions. Only those portions of a document  
6 that are confidential should be so designated.

7 4. Testimony taken at a deposition, conference, or hearing may be  
8 designated as Confidential Information by making a statement to that effect on the  
9 record at the deposition or other proceeding, specifically identifying and limiting the  
10 testimony deemed Confidential. For testimony given in depositions, the designating  
11 party must either: (a) identify on the record before the close of the deposition all  
12 Confidential testimony, by specifying all portions that qualify as Confidential; or (b)  
13 designate at the beginning of the deposition the testimony expected to be Confidential,  
14 reserving the right to identify only specific portions of the testimony as to which  
15 protection is sought within ten days after receipt of the deposition transcript. In  
16 circumstances where portions of the deposition testimony are designated for  
17 protection, the transcript pages containing Confidential Information may be separately  
18 bound by the court reporter, who must affix to the top of each page the legend  
19 "CONFIDENTIAL," as instructed by the designating party. This order does not  
20 apply to the treatment of confidential information at trial.

21 5. Confidential Information under this Order, the information contained  
22 therein, and any summaries, copies, abstracts, or other documents derived in whole or  
23 in part from Confidential Information shall be used only for the purpose of the  
24 prosecution, defense, or settlement of this action, and for no other purpose, unless  
25 otherwise directed by a further order of this Court.

26 6. Confidential Information produced pursuant to this Order may be  
27 disclosed or made available only to the Court, to counsel for a party (including the  
28 paralegal, clerical, and secretarial staff employed by such counsel), and to the

1 “Qualified Persons” designated below:

- 2 (a) a party, or an officer, director, or employee of a party deemed necessary  
3 by counsel to aid in the prosecution, defense, or settlement of this action;
- 4 (b) experts or consultants (together with their clerical staff) retained by such  
5 counsel to assist in the prosecution, defense, or settlement of this action,  
6 but only to the extent reasonably necessary to render such assistance;
- 7 (c) court reporter(s) employed in this action;
- 8 (d) a witness at any deposition or other proceeding in this action, but only  
9 during the course of, or in preparation for, his or her deposition or  
10 testimony;
- 11 (e) any mediator or arbitrator appointed by the Court or selected by mutual  
12 agreement of the parties, and the mediator’s or arbitrator’s secretarial and  
13 clerical personnel;
- 14 (f) outside photocopying, translation, document management, litigation  
15 support, trial graphics, e-discovery, and exhibit preparation services  
16 engaged by a party for purposes of this action, provided however that  
17 such employees have access to Confidential Information only to the  
18 extent necessary to perform their duties; and
- 19 (g) any other person as to whom the parties in writing agree.

20 7. Prior to receiving any Confidential Information, each “Qualified Person”  
21 must be provided with a copy of this Order, and must execute a non-disclosure  
22 agreement in the form of Attachment A. Counsel for the party who obtains the signed  
23 non-disclosure agreement must retain the signed agreement until the conclusion of this  
24 action.

25 8. The parties may further designate certain discovery material or testimony  
26 of a highly confidential and/or proprietary nature as “CONFIDENTIAL – FOR  
27 ATTORNEY’S EYES ONLY” (“Attorney’s Eyes Only Material”), in the manner  
28 described in paragraphs 2, 3 and 4, above. Attorney’s Eyes Only Material and the

1 information contained therein shall be disclosed only to the Court, to counsel for the  
2 parties (including the paralegal, clerical, and secretarial staff employed by such  
3 counsel), and to the “Qualified Persons” in accordance with paragraph 6(b), 6(c) and  
4 6(e), above; however, Attorney’s Eyes Only Material shall not be permitted to be  
5 disclosed to the persons identified in paragraph 6(a) or 6(d), above, unless the parties  
6 agree in writing or on the record, or it is ordered by the Court. If disclosure of  
7 Attorney’s Eyes Only Material is made pursuant to this paragraph, all other provisions  
8 in this Order with respect to confidentiality shall also apply.

9         9. The inadvertent production of any Confidential Information shall be  
10 without prejudice to any claim that such item is Confidential, and such Party shall not  
11 be held to have waived any rights by such inadvertent production. In the event that  
12 any Confidential Information that is subject to a Confidential designation is  
13 inadvertently produced without such designation, the party that inadvertently  
14 produced the Confidential Information must give written notice of such inadvertent  
15 production within ten days of discovery of the inadvertent production, together with a  
16 further copy or description of the Confidential Information. Upon receipt of notice of  
17 the inadvertently produced Confidential Information the receiving party must  
18 promptly replace the inadvertently produced information with the appropriately  
19 designated Confidential Information (if applicable). This provision is not intended to  
20 apply to any inadvertent production of any information protected by the attorney-  
21 client privilege or work product doctrine.

22         10. In the event that counsel for a party receiving Confidential Information  
23 objects to the designation, the party objecting must advise opposing counsel in  
24 writing within ten days. If the parties cannot resolve the issue, either party may seek  
25 clarification or a further Order from the Court under Local Rule 37 to resolve the  
26 dispute. Pending a resolution of the dispute, the Confidential designation will remain  
27 in place.

28         11. Nothing herein shall impose any restrictions on the use or disclosure by a

1 party of its own Confidential Information, or of material obtained by a party  
2 independent of discovery in this action (whether or not such material is also obtained  
3 through discovery in this action). However, if the party publicly discloses any of its  
4 own Confidential Information then the receiving party will no longer be obligated to  
5 treat such information as Confidential under this Order. The entry of this Order also  
6 does not alter, waive, modify, or abridge any right, privilege or protection otherwise  
7 available to any party with respect to the discovery of matters, including but not  
8 limited to any party's right to assert the attorney-client privilege, the attorney work  
9 product doctrine, or other privileges, or any party's right to contest any such assertion.

10 12. If Confidential Information, including any portion of a transcript  
11 designated as Confidential or Attorney's Eyes Only, is included in any papers to be  
12 filed in Court, such papers shall be labeled "Confidential - Subject to Court Order"  
13 and filed under seal in compliance with Local Rule 79-5 until further order of this  
14 Court.

15 13. The Parties must meet and confer regarding the procedures for use of  
16 Confidential Information at a hearing and at trial, and seek any appropriate orders. In  
17 the event that any Confidential Information is used in any court proceeding in this  
18 action, it shall not lose its Confidential status through such use unless the Court orders  
19 otherwise, and the party using such shall take all reasonable steps to maintain its  
20 confidentiality during such use.

21 14. This Order shall be without prejudice to the right of the parties (a) to  
22 bring before the Court at any time consistent with the Court's scheduling order the  
23 question of whether any particular document or information is confidential or whether  
24 its use should be restricted, or (b) to present a motion to the Court under Federal Rule  
25 of Civil Procedure 26(c) for a separate protective order as to any particular document  
26 or information, including restrictions differing from those as specified herein.

27 15. This Order is entered solely for the purpose of facilitating the exchange  
28 of documents and information between the parties to this action without involving the

1 Court unnecessarily in the process. Nothing in this Order, nor the production of any  
2 Confidential Information under the terms of this Order, nor any proceedings pursuant  
3 to this Order shall be deemed to have the effect of an admission or waiver by either  
4 party or of altering the confidentiality or non-confidentiality of any such document or  
5 information or altering any existing obligation of any party or the absence thereof.

6 16. Nothing in this Order shall affect the admissibility into evidence of  
7 Confidential Information, or abridge the rights of any person to seek judicial review or  
8 to pursue other appropriate judicial action with respect to any ruling made by the  
9 Court concerning the issue of the status of Confidential Information. This Order shall  
10 not be deemed to prejudice the parties in any way in any future application for  
11 modification of this Order. Any party, or other person subject to the terms of this  
12 Order, may ask the Court, after appropriate notice to the other parties, to modify or  
13 grant relief from any provision of this Order.

14 17. Each recipient of Confidential Information shall maintain such  
15 information in a secure, safe area and shall exercise, at a minimum, the same standard  
16 of care with respect to the storage, custody, use and dissemination of such information  
17 as is exercised by the recipient with respect to its own Confidential information, but in  
18 no case less than reasonable care.


19 18. If Confidential Information is disclosed to any person other than in a  
20 manner authorized by this Order, the person responsible for such disclosure shall upon  
21 the discovery of the disclosure immediately inform outside counsel of record of the  
22 party whose information is disclosed, shall inform counsel of all pertinent facts  
23 relating to such disclosure, and shall work in good faith with counsel to retrieve such  
24 information, including making every effort to retrieve the improperly disclosed  
25 Confidential Information and to prevent further unauthorized disclosure on its own  
26 part and unauthorized use or disclosure on the part of the recipient of the Confidential  
27 Information.

28 19. This Order shall survive the final termination of this action, to the extent

1 that the information contained in Confidential Material is not or does not become  
2 known to the public, and the Court shall retain jurisdiction to resolve any dispute  
3 concerning the use of information disclosed hereunder. Upon termination of this case,  
4 counsel for the parties shall maintain all Confidential Information and Attorney's Eyes  
5 Only material in a secure manner consistent with the terms of this Order. Within one  
6 year and sixty (60) days, after the conclusion of this action, including the exhaustion  
7 of all appeals, counsel for all parties shall return all Confidential Information  
8 produced in this litigation (other than exhibits at the official court of record) to the  
9 designating party or shall destroy such information at their own cost. However,  
10 documents or materials that contain Confidential Information of a designating party  
11 and the work product of the party in possession of the documents or materials need  
12 not be returned to the designating party or destroyed. Counsel for any party or third  
13 party receiving Confidential Information shall make written certification of  
14 compliance with this provision and shall deliver the same to counsel for each  
15 designating party within one year and one hundred twenty (120) days after the  
16 conclusion of this action, including the exhaustion of all appeals. The terms and  
17 provisions of this Order will remain in effect until such time as counsel for the parties  
18 return Confidential Information produced in this litigation to the designating party, or  
19 until such information is destroyed by counsel for the parties. The attorneys of record  
20 for each party shall be entitled to retain all pleadings, motion papers, court filings,  
21 deposition transcripts (and exhibits), legal memoranda, correspondence, notes, and  
22 work product.

23  
24 **IT IS SO ORDERED:**

25  
26 Dated: January 16, 2018

26 By:   
27 Jean P. Rosenbluth  
28 United States Magistrate Judge



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**ATTACHMENT A**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, affirm that I have read and am familiar with the Plaintiffs and Defendant’s Stipulated Protective Order in the case of *Haitayan, et al v. 7-Eleven, Inc.*, Case No. 2:17-cv-7454 JFW (JPRx), in the United States District Court for the Central District of California. I hereby agree to comply with and be bound by the terms and conditions of the Order, unless and until modified by further Order of the Court. I also hereby consent to the jurisdiction of the Court for purposes of enforcing this Order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Print name*