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

11 JOHN F. STEPHENS, an individual,
 12 Plaintiff,

13 v.

14 GOLDBERG SEGALLA LLP., and DOES
 1 to 20.
 15 Defendant.

) Case No.: 2:20-CV-05216-PSG(PDx)

) [Assigned to District Judge Philip S.
) Gutierrez and Magistrate Judge Patricia
) Donahue]

) **STIPULATION AND PROTECTIVE**
) **ORDER REGARDING**
) **CONFIDENTIALITY OF**
) **DOCUMENTS PRODUCED IN**
) **DISCOVERY BY DEFENDANT**
) **GOLDBERG SEGALLA, LLP**

) Complaint filed: March 8, 2020

21
 22 1. INTRODUCTION

23 1.1 PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential, proprietary,
 25 or private information for which special protection from public disclosure and from use
 26 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
 27 parties hereby stipulate to and petition the Court to enter the following Stipulated
 28 Protective Order. The parties acknowledge that this Order does not confer blanket

1 protections on all disclosures or responses to discovery and that the protection it affords
2 from public disclosure and use extends only to the limited information or items that are
3 entitled to confidential treatment under the applicable legal principles. The parties
4 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
5 Order does not entitle them to file confidential information under seal; Civil Local Rule
6 79-5 sets forth the procedures that must be followed and the standards that will be applied
7 when a party seeks permission from the court to file material under seal.

8 **1.2 GOOD CAUSE STATEMENT**

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

1 2. DEFINITIONS

2 2.1 Action: *John F. Stephens v. Goldberg Segalla, LLP*, Case No. 2:20-cv-
3 05216-PSG-PD.

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
5 information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
7 is generated, stored or maintained) or tangible things that qualify for protection under
8 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
9 Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless of the
15 medium or manner in which it is generated, stored, or maintained (including, among
16 other things, testimony, transcripts, and tangible things), that are produced or generated in
17 disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
20 expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
26 this Action but are retained to represent or advise a party to this Action and have
27 appeared in this Action on behalf of that party or are affiliated with a law firm which has
28 appeared on behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14
15 3. SCOPE

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

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

23
24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order will remain in effect until a Designating Party agrees otherwise in
27 writing or a court order otherwise directs. Final disposition will be deemed to be the later
28 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and

1 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
2 remands, trials, or reviews of this Action, including the time limits for filing any motions
3 or applications for extension of time pursuant to applicable law.
4

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each
7 Party or Non-Party that designates information or items for protection under this Order
8 must take care to limit any such designation to specific material that qualifies under the
9 appropriate standards. The Designating Party must designate for protection only those
10 parts of material, documents, items, or oral or written communications that qualify so that
11 other portions of the material, documents, items, or communications for which protection
12 is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

20 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
22 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
23 must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but
26 excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 A Party or Non-Party that makes original documents available for inspection need
5 not designate them for protection until after the inspecting Party has indicated which
6 documents it would like copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection will be deemed
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
12 that 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 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition all
17 protected testimony.

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

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts to
27 assure that the material is treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution
5 process (and, if necessary, file a discovery motion) under Local Rule 37.1 *et seq.*

6 6.3 The burden of persuasion in any such challenge proceeding will be on the
7 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
8 to harass or impose unnecessary expenses and burdens on other parties) may expose the
9 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
10 the confidentiality designation, all parties will continue to afford the material in question
11 the level of protection to which it is entitled under the Producing Party’s designation until
12 the Court rules on the challenge.

13
14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this Action
17 only for prosecuting, defending, or attempting to settle this Action. Such Protected
18 Material may be disclosed only to the categories of persons and under the conditions
19 described in this Order. When the Action has been terminated, a Receiving Party must
20 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
25 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
26 may disclose any information or item designated “CONFIDENTIAL” only to:

27 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to

1 disclose the information for this Action;

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

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

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

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

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

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

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

25
26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
27 OTHER LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation that

1 compels disclosure of any information or items designated in this Action as
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification will include
4 a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to issue
6 in the other litigation that some or all of the material covered by the subpoena or order is
7 subject to this Protective Order. Such notification will include a copy of this Stipulated
8 Protective Order; and

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

11 If the Designating Party timely seeks a protective order, the Party served with the
12 subpoena or court order will not produce any information designated in this action as
13 “CONFIDENTIAL” before a determination by the court from which the subpoena or
14 order issued, unless the Party has obtained the Designating Party’s permission. The
15 Designating Party will bear the burden and expense of seeking protection in that court of
16 its confidential material and nothing in these provisions should be construed as
17 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
18 from another court.

19
20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
21 IN THIS LITIGATION

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

27 (b) In the event that a Party is required, by a valid discovery request, to produce a
28 Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information,
2 then the Party will:

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

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

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

11 (c) If the Non-Party fails to seek a protective order from this court within 14 days
12 of receiving the notice and accompanying information, the Receiving Party may produce
13 the Non-Party's confidential information responsive to the discovery request. If the Non-
14 Party timely seeks a protective order, the Receiving Party will not produce any
15 information in its possession or control that is subject to the confidentiality agreement
16 with the Non-Party before a determination by the court. Absent a court order to the
17 contrary, the Non-Party will bear the burden and expense of seeking protection in this
18 court of its Protected Material.

19
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

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

12
13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to disclosing
18 or producing any information or item on any ground not addressed in this Stipulated
19 Protective Order. Similarly, no Party waives any right to object on any ground to use in
20 evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
22 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
23 under seal pursuant to a court order authorizing the sealing of the specific Protected
24 Material at issue. If a Party's request to file Protected Material under seal is denied by the
25 court, then the Receiving Party may file the information in the public record unless
26 otherwise instructed by the court.

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60 days
3 of a written request by the Designating Party, each Receiving Party must return all
4 Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected Material.
7 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
8 a written certification to the Producing Party (and, if not the same person or entity, to the
9 Designating Party) by the 60 day deadline that (1) identifies (by category, where
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
11 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
12 any other format reproducing or capturing any of the Protected Material. Notwithstanding
13 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
15 deposition and trial exhibits, expert reports, attorney work product, and consultant and
16 expert work product, even if such materials contain Protected Material. Any such
17 archival copies that contain or constitute Protected Material remain subject to this
18 Protective Order as set forth in Section 4 (DURATION).

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

21
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
24 DATED: December ____, 2020

25
26 _____
27 James Donovan
28 Michael Glenn
Attorneys for Plaintiff

1 JOHN F. STEPHENS

2
3 DATED: January 4____, 2021

4
5 _____
6 Katessa Charles
7 Vanessa Willis
8 Attorneys for Defendant
9 GOLDBERG SEGALLA, LLP

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11
12 DATED: January 05, 2021

13
14 *Patricia Donahue*

15 _____
16 PATRICIA DONAHUE
17 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [full name], of _____ [full
5 address], declare under penalty of perjury that I have read in its entirety and understand
6 the Stipulated Protective Order that was issued by the United States District Court for the
7 Central District of California on _____ [date] in the case of *John Stephens v.*
8 *Goldberg Segalla, LLP*, Case No. 2:20-cv-05216-PSG-PDx. I agree to comply with and
9 to be bound by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and punishment in
11 the nature of contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person or
13 entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action. I hereby appoint _____ [full name] of
18 _____ [full address and telephone number] as
19 my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21
22 Date: _____

23 City and State where signed: _____

24 Printed name: _____

25 Signature: _____