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 ANGEL MEN CHAN

18 **UNITED STATES DISTRICT COURT**  
 19 **CENTRAL DISTRICT OF CALIFORNIA**

20  
 21  
 22 ANGEL MEN CHAN, an individual and on  
 behalf of all others similarly situated,

23 Plaintiffs,

24 v.

25  
 26 PANERA, LLC, a Delaware limited  
 27 liability company, BEVERLY NGUYEN,  
 an individual and DOES 1 through 100,  
 28 inclusive,

Defendants.

CASE NO.: 2:23-cv-04194-JLS-~~AFM~~AJR  
 Assigned to the Hon. Josephine L. Staton

**STIPULATION AND PROTECTIVE  
 ORDER**

Complaint Filed: April 21, 2023  
 Removal Date: May 31, 2023  
~~[Proposed Order Lodged Herewith]~~

1           **IT IS HEREBY STIPULATED** by and between Plaintiff ANGEL MEN CHAN  
2 and Defendant PANERA, LLC, the Parties to *Angel Men Chan v. Panera, LLC* by and  
3 through their respective counsel of record, that in order to facilitate the exchange of  
4 information and documents which may be subject to confidentiality limitations on  
5 disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as  
6 follows:

7           1. A. PURPOSES AND LIMITATIONS

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

20           B. GOOD CAUSE STATEMENT

21           This action is likely to involve personal information relating to Defendant's current  
22 and former employees for the time period of April 21, 2019 to present, consisting of their  
23 names, last known personal telephone numbers, last known personal mailing addresses,  
24 and last known personal email addresses (to the extent such information is maintained by  
25 Defendant), which would otherwise be protected by the employees' right to privacy subject  
26 to the completion of a privacy-opt out process. Accordingly, to expedite the flow of  
27 information, to facilitate the prompt resolution of disputes over confidentiality of discovery  
28 materials, to adequately protect information the parties are entitled to keep confidential, to

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

8 **2. DEFINITIONS**

9 2.1 Action: *Angel Men Chan v. Panera, LLC, et al.*, Case No. 2:23-cv-04194-JLS-  
10 AFM.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
14 generated, stored or maintained) or tangible things that qualify for protection under Federal  
15 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or items  
19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
21 medium or manner in which it is generated, stored, or maintained (including, among other  
22 things, testimony, transcripts, and tangible things), that are produced or generated in  
23 disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
26 expert witness or as a consultant in this Action.  
27  
28

1           2.8 House Counsel: attorneys who are employees of a party to this Action. House  
2 Counsel does not include Outside Counsel of Record or any other outside counsel

3           2.9 Non-Party: any natural person, partnership, corporation, association, or other  
4 legal entity not named as a Party to this action.

5           2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
6 Action but are retained to represent or advise a party to this Action and have appeared in  
7 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
8 behalf of that party, and includes support staff.

9           2.11 Party: any party to this Action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11           2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
12 Material in this Action.

13           2.13 Professional Vendors: persons or entities that provide litigation  
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
16 their employees and subcontractors.

17           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
18 “CONFIDENTIAL.”

19           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

21 3. SCOPE

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

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

1 4. DURATION

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

9 5. DESIGNATING PROTECTED MATERIAL

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

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
26 Disclosure or Discovery Material that qualifies for protection under this Order must be  
27 clearly so designated before the material is disclosed or produced.

1                   **Designation in conformity with this Order requires:**

2                   (a) for information in documentary form (e.g., paper or electronic documents, but  
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
4 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
5 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing Party  
7 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in  
8 the margins).

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

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

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

1           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
2 designate qualified information or items does not, standing alone, waive the Designating  
3 Party's right to secure protection under this Order for such material. Upon timely correction  
4 of a designation, the Receiving Party must make reasonable efforts to assure that the  
5 material is treated in accordance with the provisions of this Order.

6       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
8 confidentiality at any time that is consistent with the Court's Scheduling Order.

9           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37.1 et seq.

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

18       7.     ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
3 may disclose any information or item designated “CONFIDENTIAL” only to:

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

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

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

12           (d) the court and its personnel;

13           (e) court reporters and their staff;

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

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

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

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



1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
2 LITIGATION

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

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

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

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

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

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

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

1 (b) In the event that a Party is required, by a valid discovery request, to produce  
2 a Non-Party's confidential information in its possession, and the Party is subject to an  
3 agreement with the Non-Party not to produce the Non-Party's confidential information,  
4 then the Party shall:

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

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

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

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

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

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

14 12. MISCELLANEOUS

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

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

22 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
23 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
24 under seal pursuant to a court order authorizing the sealing of the specific Protected  
25 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
26 court, then the Receiving Party may file the information in the public record unless  
27 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 any  
12 other format reproducing or capturing any of the Protected Material. Notwithstanding this  
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
14 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
15 trial exhibits, expert reports, attorney work product, and consultant and expert work  
16 product, even if such materials contain Protected Material. Any such archival copies that  
17 contain or constitute Protected Material remain subject to this Protective Order as set forth  
18 in Section 4 (DURATION).

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

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

23 DATED: March 26, 2024

BIBIYAN LAW GROUP, P.C.

24  
25 By: /s/Brian Zaghi

26 David D. Bibiyan  
27 Jeffrey D. Klein  
28 Brian Zaghi

Attorneys for Plaintiff  
Angel Men Chan and on behalf of all others  
similarly situated

1 DATED: March 26, 2024

JACKSON LEWIS P.C.

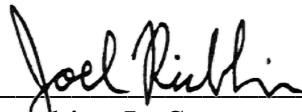
2  
3 By: /s/Judy Kang

4 Kevin D. Reese  
5 Karen Luh  
6 Judy Kang

7 Attorneys for Defendant  
8 PANERA, LLC

9 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

10  
11 DATED: 3/27/24

12   
13 Hon. ~~Josephine L. Staten~~ A. Joel Richlin  
14 United States ~~District Judge~~ Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on [date] in  
7 the case of **[insert formal name of the case and the**  
8 **number and initials assigned to it by the court]**. I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and acknowledge that  
10 failure to so comply could expose me to sanctions and punishment in the nature of contempt.  
11 I solemnly promise that I will not disclose in any manner any information or item that is  
12 subject to this Stipulated Protective Order to any person or entity except in strict compliance  
13 with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the  
15 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 \_\_\_\_\_ [print  
18 or type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this Stipulated  
21 Protective Order.

22  
23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name:

27 Signature:  
28