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Counsel Listed On Next Page

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TOM P. WILSON,

Plaintiff,

v.

US INVESTIGATIONS
SERVICES, LLC; and DOES 1
through 25, inclusive,

Defendants.

Case No. EDCV 13-00489-DDP-PLA(x)

**STIPULATION FOR PROTECTIVE
ORDER**

Complaint Filed: December 28, 2012

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Attorneys for Defendant
US Investigations Services, LLC

1 Plaintiff Tom P. Wilson ("Plaintiff" or "Wilson") and Defendant US
2 Investigations Services, LLC ("Defendant" or "USIS"), by and through their
3 respective counsel of record, hereby enter into the following stipulation with reference
4 to the following facts:

5 **STIPULATION FOR PROTECTIVE ORDER**

6 The parties hereby agree to the following:

7 **Scope**

8 1. This protective order shall govern all documents and information
9 produced or disclosed in this Action by either party (the "Designating Party") to the
10 other party ("the Receiving Party") that are designated as "Confidential Information"
11 or "Attorneys Eyes Only Material."

12 **Good Cause Statement**

13 2. The job duties of Plaintiff involved conducting background investigations
14 on individuals applying for government security clearances. Plaintiff conducted these
15 investigations pursuant to contracts with government organizations such as the Office
16 of Personnel Management. Documents discussing or otherwise identifying methods
17 for completing investigations and/or information related to particular investigations
18 are considered proprietary, private and confidential. Defendant is also obligated to
19 protect certain information from public disclosure due to national security concerns as
20 well as confidentiality obligations mandated through its contracts with various
21 government agencies. Some information and documents that Defendant and
22 government agencies consider confidential may be requested in the litigation and may
23 have some relevance to Plaintiff's claims.

24 3. Plaintiff's allegations may also require disclosure of private information
25 regarding current and/or former employees, including information about their pay
26 and/or their private contact information.

27 4. Defendant also expects that Plaintiff may request and it may need to
28 produce trade secret and/or business confidential information related to Defendant's

1 business and ability to compete that would likely cause significant harm to Defendant
2 if it is made available or accessible publicly and/or to Defendant's competitors.

3 5. For the reasons set forth above, good cause exists for a protective order
4 that will allow the parties to produce documents and information that they consider
5 confidential, private, sensitive and/or trade secret while taking appropriate steps to
6 protect the confidential, private, sensitive and/or trade secret nature of the documents
7 and information.

8 **Confidential Information**

9 6. "Confidential Information" means any information contained in a
10 document that is stamped with a "Confidential" designation. Confidential Information
11 may include, but is not limited to:

12 (a) Information about current, past, or prospective employees that is of
13 a confidential or private nature, including, but not limited to, current or former
14 employees' names and contact information, wage information and job performance-
15 related documentation;

16 (b) Proprietary, confidential or sensitive business information or
17 information that otherwise is protected as a trade secret; or

18 (c) Information that is classified or otherwise protected by
19 Defendant's secrecy and confidentiality obligations as set forth in Defendant's
20 contracts with the U.S. Office of Personnel Management and/or other federal entities,
21 to include any related laws or regulations and all related advisory materials and
22 guidelines.

23 7. "Attorneys Eyes Only Material" means any information contained in a
24 document that is stamped with an "Attorneys Eyes Only" designation. Attorneys Eyes
25 Only Material may include, but is not limited to:

26 (a) Highly confidential or sensitive business information that could
27 cause financial harm to Defendant if disseminated to the public or competitors; or
28

1 (b) Information that implicates national security concerns or is
2 otherwise protected by Defendant's secrecy and confidentiality obligations as set forth
3 in Defendant's contracts with the U.S. Office of Personnel Management and/or other
4 federal entities, to include any related laws or regulations and all related advisory
5 materials and guidelines and that is not typically shared with or known to
6 investigators.

7 8. Stamping "Confidential" or "Attorneys Eyes Only" on the cover of a
8 multiple page document shall classify all pages of the document with the same
9 designation unless otherwise indicated by the Designating Party. Marking or
10 stamping "Confidential Information" or "Attorneys Eyes Only Material" on a label on
11 any electronic storage medium shall designate the entire contents of such electronic
12 storage medium as Confidential Information or Attorneys Eyes Only Material.

13 **Restrictions On Disclosure of Confidential Information and Attorneys Eyes Only**

14 **Material**

15 9. Subject to paragraph 11, and excepting the Court and any Court
16 personnel, Confidential Information produced under this protective order shall not be
17 disclosed by any person who has received such Confidential Information through this
18 action to any other person except to:

19 (a) Attorneys of record for the parties and their respective associates,
20 paralegals, clerks and employees involved in the conduct of this litigation, and
21 Defendant's in-house attorneys and attorneys employed by its corporate parents and/or
22 corporate affiliates and their respective paralegals, clerks and employees;

23 (b) Any outside consultant or expert and any employees thereof who
24 would, in the course and scope of their employment or engagement, handle the at-
25 issue documents, whether formally retained or not;

26 (c) Stenographic employees, court reporters and videographers
27 recording or transcribing testimony in this action;

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1 (d) The Court and any Court personnel to whom it is necessary to
2 disclose the information as well as any mediators used to try to resolve the action;

3 (e) Current or former employees of Defendant or its parent or
4 affiliated companies who may serve as witnesses, but only insofar as such
5 Confidential Information is relevant to their testimony and disclosure is not otherwise
6 prohibited by applicable law;

7 (f) Plaintiff Tom Wilson;

8 (g) Any person who was involved in the preparation of the document,
9 materials or the discovery responses containing Confidential Information or who
10 lawfully received or reviewed the documents or to whom the Confidential Information
11 has previously been made available other than by one receiving such Confidential
12 Information in connection with this action; and

13 (h) Any other person with the prior written consent of the Designating
14 Party or pursuant to an order issued by this Court.

15 10. Subject to paragraph 11, and excepting the Court and any Court
16 personnel, Attorneys Eyes Only Material produced under this protective order shall
17 not be disclosed by any person who has received such Attorneys Eyes Only Material
18 through this action to any other person except to:

19 (a) Attorneys of record for the parties and their respective associates,
20 paralegals, clerks and employees involved in the conduct of this litigation, and
21 Defendant's in-house attorneys and attorneys employed by its corporate parents and/or
22 corporate affiliates and their respective paralegals, clerks and employees;

23 (b) Any outside consultant or expert and any employees thereof who
24 would, in the course and scope of their employment or engagement, handle the at-
25 issue documents, whether formally retained or not;

26 (c) Stenographic employees, court reporters and videographers
27 recording or transcribing testimony in this action;

28

1 (d) The Court and any Court personnel to whom it is necessary to
2 disclose the information as well as any mediators used to try to resolve the action;

3 (e) An employee or agent of the Designating Party, but only insofar as
4 such Attorneys Eyes Only Material is relevant to their testimony and disclosure is not
5 otherwise prohibited by applicable law; and

6 (f) Any other person with the prior written consent of the Designating
7 Party or pursuant to an order issued by this Court.

8 11. Prior to the Receiving Party providing Confidential Information to any
9 person with access to Confidential Information that is authorized pursuant to the terms
10 of this protective order, such person (i) shall be provided a copy of this protective
11 order and (ii) shall agree in writing, in the form of the Protective Order
12 Acknowledgment and Non-Disclosure Agreement, attached hereto as Exhibit A, to be
13 bound by the terms of this protective order. These requirements do *not* apply to
14 Confidential Information provided to the Court or to any Court personnel. Prior to the
15 Receiving Party providing Attorneys Eyes Only Material to any person with access to
16 Attorneys Eyes Only Material that is authorized pursuant to the terms of this
17 protective order, such person (i) shall be provided a copy of this protective order and
18 (ii) shall agree in writing, in the form of the Protective Order Acknowledgment and
19 Attorneys Eyes Only Non-Disclosure Agreement, attached hereto as Exhibit B, to be
20 bound by the terms of this protective order. These requirements do *not* apply to
21 Attorneys Eyes Only Material provided to the Court or any Court personnel. The
22 Receiving Party shall retain all executed non-disclosure agreements until the end of
23 the action. In the event of a possible violation of this protective order during the
24 pendency of this litigation, either party may make a motion to request that the Court
25 order production of the executed non-disclosure agreements to the Designating Party
26 for good cause shown. Otherwise, these non-disclosure agreements are strictly
27 confidential and are not subject to any discovery request while the action is pending.
28 No more than thirty (30) calendar days after the end of litigation in the action as

1 defined in paragraph 12 below, the Receiving Party shall provide copies of all
2 executed non-disclosure agreements to the Designating Party.

3 12. The action is at an end when all of the following that are applicable
4 occur: (i) a final judgment has been entered by the Court or the case has otherwise
5 been dismissed with prejudice; (ii) the time for any objection to or request for
6 reconsideration of such a judgment or dismissal has expired; (iii) all available appeals
7 have concluded or the time for such appeals has expired; and (iv) any post appeal
8 proceedings have concluded.

9 **Use of Confidential Information and Attorneys Eyes Only Material**

10 13. Confidential Information and Attorneys Eyes Only Material shall be used
11 solely and exclusively for preparing for and prosecuting this case, including any
12 claims in this case on behalf of the named plaintiff(s) pending the completion of the
13 judicial process, including appeal. Confidential Information and Attorneys Eyes Only
14 Material cannot be used for any other purpose in any other matter or proceeding for
15 any reason whatsoever.

16 14. Notwithstanding any other provisions hereof, nothing in this protective
17 order shall restrict any party's counsel from rendering advice to its client with respect
18 to this action and, in the course thereof, relying upon Confidential Information and/or
19 Attorneys Eyes Only Material, provided that in rendering such advice, counsel shall
20 not disclose the other party's Confidential Information and/or Attorneys Eyes Only
21 Material other than in a manner expressly provided for in this protective order.

22 15. If Confidential Information or Attorneys Eyes Only Material is used in
23 any depositions taken in this matter, the original transcript of the deposition, and all
24 copies thereof shall be stamped "Confidential" or "Attorneys Eyes Only." Testimony
25 taken at a deposition may be designated as Confidential Information or Attorneys
26 Eyes Only Material by making a statement to that effect on the record at the
27 deposition, as to the specific testimony or items claimed to be Confidential
28 Information or Attorneys Eyes Only Material. If any portions of the deposition

1 transcript and/or video or audio versions of the depositions contain Confidential
2 Information or Attorneys Eyes Only Material, or references thereto, they must be filed
3 with the Court in compliance with paragraph 22 of the protective order.

4 16. A copy of the protective order shall be attached as an exhibit to the
5 deposition transcript and the court reporter shall be subject to the protective order and
6 precluded from providing the original or copies of the deposition transcript or portions
7 thereof, any copies thereof, or portions of copies thereof, to any persons or entities
8 other than counsel of record in the action. Any audiotope and/or videotape of said
9 deposition shall also be subject to this protective order. The deposition videographer
10 shall be subject to this protective order and precluded from providing the original
11 deposition videotape or portions of the videotape to any persons or entities other than
12 counsel of record. Any audiotope shall also be subject to this protective order and all
13 persons shall be precluded from providing the original deposition audiotope or
14 portions of the audiotope, to any persons or entities other than counsel of record in the
15 action.

16 17. Only individuals permitted access to Confidential Information or
17 Attorneys Eyes Only Material shall attend any deposition where Confidential
18 Information or Attorneys Eyes Only Material is used. However, where feasible, an
19 individual who is not allowed access to Attorneys Eyes Only Material may attend
20 portions of the deposition where Attorneys Eyes Only Material is not used or
21 discussed. Individuals attending any depositions using Confidential Information or
22 Attorneys Eyes Only Material shall not disclose to any person any statements made by
23 deponents at depositions that reference Confidential Information or Attorneys Eyes
24 Only Material unless that person is independently allowed access to the information.

25 **Protection of Confidential Information and Attorneys Eyes Only Material**

26 18. Counsel shall take all reasonable and necessary steps to assure the
27 security of any Confidential Information and Attorneys Eyes Only Material and will
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1 limit access to Confidential Information and Attorneys Eyes Only Material only to the
2 persons authorized by this protective order.

3 19. Any party who is served with a subpoena or other request for production
4 of Confidential Information or Attorneys Eyes Only Material produced by the other
5 party must immediately provide written notice of such subpoena or other notice to the
6 Designating Party so as to afford the Designating Party an opportunity to obtain an
7 order barring production or other disclosure, or to otherwise respond to the subpoena
8 or other request for production or disclosure of Confidential Information or Attorneys
9 Eyes Only Material. Upon receiving such notice, the Designating Party shall bear the
10 burden of opposing, if it deems appropriate, the subpoena or request for production.
11 In no event should production or disclosure be made without written approval by the
12 Designating Party unless required by court order arising from a motion to compel
13 production or disclosure of Confidential Information or Attorneys Eyes Only Material.

14 20. Unless otherwise ordered or agreed in writing by the parties, within
15 ninety (90) days of the settlement or termination (as defined in paragraph 12) of this
16 action, the parties must simultaneously exchange and surrender any Confidential
17 Information or Attorneys Eyes Only Material, provided, however, that counsel of
18 record for the parties may keep, in strictest confidence, those copies of any part of the
19 Confidential Information that has become part of the official record of this litigation
20 and may retain abstracts or summaries of such materials, which contain counsels'
21 mental impressions or opinions. Such information shall remain subject to the terms of
22 this protective order.

23 Challenges to Designation

24 21. Any party may challenge the propriety of the designation of Confidential
25 Information or Attorneys Eyes Only Material pursuant to Local Rule 37. In
26 accordance with Local Rule 37-1, prior to filing any motion asking the Court to make
27 a determination as to the propriety of a designation the parties shall confer in a good
28 faith effort to eliminate the necessity for hearing the motion or to eliminate as many of

1 the disputes as possible. In the event that this conference of counsel does not resolve
2 the dispute between the parties, the Receiving Party can bring a motion pursuant to
3 Local Rule 37-2 to have the Court make a determination regarding the propriety of the
4 disputed designation. As part of any such motion, if one or both parties wish to file
5 the Joint Stipulation required by Local Rule 37-2 under seal, the parties will either file
6 a stipulation to that effect or the moving party will file an ex parte application making
7 the appropriate request. Any stipulation or ex parte application addressing why the
8 Joint Stipulation or portions thereof should be filed under seal must set forth good
9 cause.

10 **Filing Confidential Information or Attorneys Eyes Only Material**

11 22. The parties shall use the following procedure for submitting to the Court
12 papers consisting of, relating to, containing, incorporating, reflecting, describing or
13 attaching Confidential Information or Attorneys Eyes Only Material:

14 For all pretrial discovery and non-discovery-related motions,
15 memorandum of law, certification, exhibit annexed thereto
16 that contains Confidential Information shall be filed in
17 accordance with Local Rule 79 by placing the original and
18 judge's copy of the document in sealed separate envelopes
19 with a copy of the title page attached to the front of each
20 envelope. Conformed copies need not be placed in sealed
21 envelopes. Confidential material to be placed under seal,
22 shall not be electronically filed but shall be filed manually in
23 the manner prescribed by Local Rule 79-5. A Notice of
24 Manual Filing shall also be electronically filed identifying
25 materials being manually filed.

21 23. Furthermore, if Confidential Information or Attorneys Eyes Only
22 Material is included in any papers to be filed in Court, such papers shall be
23 accompanied by an application to file the papers – or the confidential portion thereof –
24 under seal. This application must show good cause for the under seal filing. The
25 application shall be directed to the judge to whom the papers are directed. Pending
26 the ruling on the application, the papers or portions thereof subject to the sealing
27 application shall be lodged under seal.

1 24. All confidential information contained in documents designated as
2 Confidential Information or Attorneys Eyes Only Material used at trial and in all post-
3 trial proceedings shall become public unless a separate court order is obtained upon
4 noticed motion and sufficient cause shown. Nothing shall prejudice any parties' rights
5 to object to the introduction of any Confidential Information or Attorneys Eyes Only
6 Material into evidence, on grounds, including, but not limited to, relevance and
7 privilege.

8 **Clawback Provisions**

9 25. The parties also wish to protect certain privileged and work product
10 documents, information, and electronically stored information against claims of
11 waiver in the event they are produced during the course of this litigation, whether
12 pursuant to a Court order, a discovery request or informal production.

13 26. The inadvertent production of any document in this action shall be
14 without prejudice to any claim that such material is protected by any legally
15 cognizable privilege or evidentiary protection including but not limited to the
16 attorney-client privilege and/or the work product doctrine, and no party shall be held
17 to have waived any rights by such inadvertent production.

18 27. If any document produced by another party is on its face subject to a
19 legally recognizable privilege or evidentiary protection, the receiving party shall: (a)
20 refrain from reading the document any more closely than is necessary to ascertain that
21 it is privileged or protected; (b) immediately notify the producing party in writing that
22 it has discovered documents believed to be privileged or protected; (c) specifically
23 identify the documents by Bates number range or other identifying information; and
24 (d) return all hard and soft copies of the documents and, where the documents have
25 been transferred or stored electronically, delete the documents from the devices on
26 which they are or were stored or accessed or otherwise make them inaccessible. The
27 steps in this paragraph shall be completed within seven (7) days of discovery by the
28 receiving party. The producing party shall preserve all document(s) returned under

1 this paragraph until it confirms that there is no dispute about the privileged and/or
2 work product nature of the document(s) or, if there is a dispute, until the privilege
3 issue is resolved. Notwithstanding the provisions of this paragraph, the receiving
4 party is under no obligation to search or review the producing party's documents to
5 identify potentially privileged or work product protected documents.

6 28. Upon written notice of an unintentional production by the producing
7 party or oral notice if notice is delivered on the record at a deposition, the receiving
8 party must promptly return all hard and soft copies of the specified document(s).
9 Where the document(s) have been transferred or stored electronically or are
10 themselves privileged or attorney work product protected, the receiving party must
11 delete the documents from the devices on which they are or were stored or accessed or
12 otherwise make them inaccessible to the receiving party.

13 29. To the extent that the information contained in a document subject to a
14 claim has already been used in or described in other documents generated or
15 maintained by the receiving party, then the receiving party must delete and/or render
16 inaccessible those portions of the document that refer to the privileged and/or work
17 product information. If the receiving party disclosed the specified document(s) before
18 being notified of its inadvertent production, it must take reasonable steps to retrieve
19 the document(s).

20 30. The receiving party shall have seven (7) days from receipt of notification
21 of the inadvertent production to determine in good faith whether to contest such claim
22 and to notify the producing party in writing of an objection to the claim of privilege
23 and the grounds for that objection.

24 31. The receiving party's return or destruction of such privileged or protected
25 documents as provided herein will not act as a waiver of the requesting party's right to
26 move for the production of the returned or destroyed documents on the grounds that
27 the documents are not in fact subject to a viable claim of privilege or protection.
28 However, the receiving party is prohibited and estopped from arguing that the

1 production of the documents in this matter acts as a waiver of an applicable privilege
2 or evidentiary protection, that the disclosure of the documents was not inadvertent,
3 that the producing party did not take reasonable steps to prevent the disclosure of the
4 privileged documents or that the producing party failed to take reasonable steps to
5 rectify the error.

6 32. The parties shall meet and confer within seven (7) days from the receipt
7 of the objection notice in an effort to resolve the situation by agreement. If an
8 agreement is not reached, the receiving party may file an appropriate motion ^{pursuant to Local Rule 37} and, as
9 part of that motion, request that the producing party submit the specified documents to
10 the Court under seal for a determination of the claim and will provide the Court with
11 the grounds for the asserted privilege or protection except where such a submission
12 would violate existing law. Any party may request expedited treatment of any request
13 for the Court's determination of the claim.

14 **Miscellaneous Provisions**

15 33. It is expressly understood by and between the parties that in producing
16 Confidential Information and/or Attorneys Eyes Only Material in this litigation, the
17 parties are relying upon the terms and conditions of the protective order.

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34. The parties can modify the terms of the protective order by written agreement or the Court may modify it through an order. The protective order shall continue in force until amended or superseded by express order of the Court, and shall survive any final judgment or settlement of this action.

Dated: January 7, 2014



ROB M. FLIEGEL
LARA K. STRAUSS
JOSHUA D. LEVINE
LITTLER MENDELSON, P.C.
Attorneys for Defendant
US INVESTIGATIONS SERVICES, LLC

Dated: January 7, 2014



DAREN H. LIPINSKY
BROWN & LIPINSKY
JOHN D. LUECK
LAW OFFICES OF JOHN D. LUECK
Attorneys for Plaintiff
TOM P. WILSON

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EXHIBIT A

Protective Order Acknowledgment and Non-Disclosure Agreement

The undersigned hereby acknowledges and agrees to the following:

I have had the opportunity to review the protective order in *Tom P. Wilson v. US Investigations Services LLC, et al.*, currently pending in the U.S. District Court for the Central District of California, Case No. EDCV 13-00489-DDP-PLA(x). I certify that I am an appropriate person for receipt of Confidential Information under the protective order. I understand and agree to be bound by the terms of the protective order and will not disclose any of the Confidential Information provided to me to any third person, except as allowed in the protective order. I understand and agree that my use of any Confidential Information shall be solely and exclusively for purposes relating to the prosecution or defense of the above-titled litigation, including but not limited to appeals and writs relating thereto, discovery, and/or mediation or settlement of this action in accordance with the provisions of the protective order.

I also agree that upon being informed of the termination or settlement of this action, I will promptly surrender all Confidential Information provided to me to the counsel that provided it to me so that it may be returned to the party that it belongs to in accordance with the terms of the protective order. I will not retain copies of any such Confidential Information in any form of any kind, including but not limited to electronic format, for any reason whatsoever and understand that it would be a violation of the terms of the protective order to do so. By signing this Non-Disclosure Agreement, I hereby consent to the jurisdiction of the U.S. District Court for the Central District of California for purposes of enforcing the terms of this nondisclosure Order and Non-Disclosure Agreement.

Dated: _____

[Signature]

[Print Name]

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EXHIBIT B

Protective Order Acknowledgment and Attorneys Eyes Only Non-Disclosure Agreement

The undersigned hereby acknowledges and agrees to the following:

I have had the opportunity to review the protective order in *Tom P. Wilson v. US Investigations Services LLC, et al.*, currently pending in the U.S. District Court for the Central District of California, Case No. EDCV 13-00489-DDP-PLA(x). I certify that I am an appropriate person for receipt of Attorneys Eyes Only Material and Confidential Information under the protective order. I understand and agree to be bound by the terms of the protective order and will not disclose any of the Attorneys Eyes Only Material and Confidential Information provided to me to any third person, except as allowed in the protective order. I understand and agree that my use of any Attorneys Eyes Only Material and Confidential Information shall be solely and exclusively for purposes relating to the prosecution or defense of the above-titled litigation, including but not limited to appeals and writs relating thereto, discovery, and/or mediation or settlement of this action in accordance with the provisions of the protective order.

I also agree that upon being informed of the termination or settlement of this action, I will promptly surrender all Attorneys Eyes Only Material and Confidential Information provided to me to the counsel that provided it to me so that it may be returned to the party that it belongs to in accordance with the terms of the protective order. I will not retain copies of any such Attorneys Eyes Only Material and Confidential Information in any form of any kind, including but not limited to electronic format, for any reason whatsoever and understand that it would be a violation of the terms of the protective order to do so.

[Signature on following page]

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By signing this Non-Disclosure Agreement, I hereby consent to the jurisdiction of the U.S. District Court for the Central District of California for purposes of enforcing the terms of this agreement.

Dated: _____

[Signature]

[Print Name]

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