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10 LOWE'S HOME CENTERS, LLC

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

13 DONNA BETZ,
14 Plaintiff(s),

15 Case No.: 5:16-cv-01872 JGB (SPx)
16 (San Bernardino County Superior Court
17 Case No. CIVDS1606805)

18 v.

19 LOWE'S HOME CENTERS, LLC;
20 and DOES 1 through 25,
21 Defendant(s).

22 **PROTECTIVE ORDER**

23 Plaintiff DONNA BETZ ("Plaintiff") and Defendant LOWE'S HOME
24 CENTERS, LLC ("Defendant") jointly submit this Proposed Order pursuant to
25 Federal Rules of Civil Procedure, Rule 26(c)(1) limiting the use and disposition of
26 certain information and documents during litigation of this matter.

27 **Good Cause Statement**

28 Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that the
Court, upon a showing of good cause may "issue an order to protect a party from
annoyance, embarrassment, oppression, or undue burden or expense." Fed.R.Civ.P.
26(c)(1). In the instant matter, Defendant's Confidential Documents (as later defined
herein) contain proprietary and confidential trade secret information relating to

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1 Defendant's business practices and its safety protocol. Defendant derives independent
2 economic value from maintaining the confidentiality of the policies and procedures set
3 forth in these Confidential Documents.

4 Defendant is a retailer in the home improvement industry and has conducted
5 business in California since 1998. The home improvement retail industry is very
6 competitive. As a result of years of investing time and money in research and
7 investigation, Defendant developed the policies contained in the Confidential
8 Documents for the purposes of maintaining the security and accessibility of its
9 merchandise, providing quality customer service, and ensuring the safety of its
10 employees and customers. These policies and procedures, as memorialized in the
11 Confidential Documents, were created and generated by Lowe's for Lowe's, and are
12 used for the purposes of maintaining safety at its stores and creating efficient and
13 organized work environments for its employees. As a result, Defendant is able to
14 minimize the waste of any resources, which is a key factor in generating profitability
15 for its business.

16 Defendant derives economic value from maintaining the secrecy of its
17 Confidential Documents. If disclosed to the public, the trade secret information
18 contained in Defendant's Confidential Documents would reveal Defendant's internal
19 operations and could potentially be used by competitors as a means to compete for its
20 customers, interfere with its business plans and thereby gain unfair business
21 advantages. If Defendant's safety protocol were revealed to the general public, it
22 would hinder Defendant's ability to effectively resolve and minimize liability claims,
23 and its goal of protecting its customers and employees from theft and other crimes.
24 Unrestricted or unprotected disclosure of such information would result in prejudice
25 or harm to Defendant by revealing Lowe's competitive confidential information,
26 which has been developed at the expense of Lowe's and which represents valuable
27 tangible and intangible assets. An order of the Court is needed in this case to enable
28 the Court to enforce the stipulated agreement between the parties in the event of

1 violation of such agreement by either party. Accordingly, the parties respectfully
2 submit that there is good cause for the entry of a Protective Order in this case.

3 The parties having agreed to the following terms governing the treatment of
4 confidential information, and the Court having found that good cause exists for
5 issuance of an appropriately-tailored confidentiality order governing the pre-trial
6 phase of this action, it is HEREBY ORDERED as follows:

7 1. All documents produced or information disclosed and any other records
8 designated as “CONFIDENTIAL” by the Defendant shall be revealed only to a
9 settlement officer, court personnel, Plaintiff, counsel of record in this case, paralegals
10 and secretarial employees under counsel’s direct supervision, and such persons as are
11 employed by counsel to act as experts in this action. The documents and information
12 designated as “CONFIDENTIAL” and disclosed only in accord with the terms of this
13 paragraph may include, without limitation, documents and information containing
14 Defendant’s policies and procedures, as well as personnel records, including
15 disciplinary records, identity, information relating to the processes, operations, type of
16 work, or apparatus, or the production, sales, shipments, transfers, identification of
17 customers, inventories, amount or source of income, profits, losses, expenditures, or
18 any research, development, or any other commercial information supplied by the
19 Defendant in response to Plaintiff’s Interrogatories or Requests for Production
20 (collectively, the “Confidential Documents”). Information and documentation
21 considered “CONFIDENTIAL” are subject to protection under Civil Local Rule 79-5
22 of the U.S. District Court – Central District of California, Rule 26 of the Federal Rules
23 of Civil Procedure, and under other provisions of Federal law.

24 2. Counsel for Plaintiff shall use all documents and information produced
25 or disclosed by the Defendant solely for the purposes of preparation for and trial of
26 this action. Under no circumstances shall information or materials covered by this
27 Protective Order be disclosed to anyone other than a settlement officer, court
28 personnel, Plaintiff, counsel of record in this case, paralegals and secretarial

1 employees under counsel’s direct supervision, and such persons as are employed by
2 counsel to act as experts in this action. At the conclusion of the proceedings in this
3 action, all documents and information subject to this Order, including any copies or
4 extracts or summaries thereof, or documents containing information taken therefrom,
5 shall be returned to counsel for the Defendant, at defense counsel’s written request.

6 3. Prior to disclosure of any documents designated as “confidential” to
7 paralegals or secretarial employees of counsel or Plaintiff, counsel for Plaintiff shall
8 require such employees to read this Protective Order and agree to be bound by its
9 terms.

10 4. If counsel for Plaintiff determines that for purposes of this action,
11 documents or information produced by the Defendant and designated as “confidential”
12 must be revealed to a person employed to act as an expert in this action, then counsel
13 may reveal the designated documents or information to such person, after first
14 complying with the following:

- 15 (a) Counsel for the Plaintiff shall have the expert read this Order and shall
16 explain the contents thereof to such expert.
- 17 (b) Counsel for the Plaintiff shall require such expert to sign a copy of this
18 protective order that states: “I have read and understood the terms of this
19 protective order. I further agree to be bound by its terms.” Nothing in
20 this paragraph shall be deemed to enlarge the right of Defendant to
21 conduct discovery of any of Plaintiff’s experts, except solely with respect
22 to the ability of such expert to protect confidential information and
23 documents from re-disclosure.

24 5. In accordance with Local Rule 79-5.1, if a party seeks to file under seal a
25 document which is designated as confidential by the opposing party or a nonparty
26 pursuant to a protective order, that party must do so in accordance with Local Rule 79-
27 5.

28 6. The Court’s Order is subject to revocation and modification by Order of

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the Court upon written stipulation of the parties, or upon motion and reasonable notice, including opportunity for hearing and presentation of evidence.

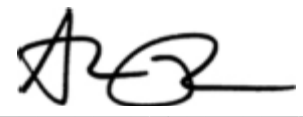
7. Any motion challenging a designation will need to be made in strict compliance with Local Rules 37-1 and 37-2 (including the Joint Stipulation requirement).

8. Nothing contained in this Order is intended or should be construed as authorizing a party in this action to disobey a lawful subpoena issued in another action.

9. This Order shall not govern the use of confidential material at trial. That is a matter the parties will need to address with the judicial officer conducting the trial at the appropriate time.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: April 18, 2017



HON. SHERI PYM
U.S. MAGISTRATE JUDGE