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

MAUREEN HUNT,  
Plaintiff,

v.

CASS INFORMATION SYSTEMS,  
INC., and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 17-cv-00773-SVW-KS

Assigned Judge:  
Hon. Stephen V. Wilson

Magistrate Judge:  
Hon. Karen L. Stevenson

**STIPULATED PROTECTIVE  
ORDER**

Action Filed: April 21, 2017  
Trial Date: November 7, 2017

**Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulated Protective Order and Proposed Order ("Stipulation") filed on July 28, 2017, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been modified by the Court's omission of paragraph 15 and amendment of paragraphs 3(b)(v), 5, and 13 of, and Exhibit A to, the Stipulation.**



1 litigation, and serve the ends of justice, a protective order for such information is  
2 justified in this matter. It is the intent of the parties that information will not be  
3 designated as confidential for tactical reasons and that nothing be so designated  
4 without a good faith belief that it has been maintained in a confidential, non-public  
5 manner, and there is good cause why it should not be part of the public record of this  
6 case.

7 **1. SCOPE**

8 (a) The parties acknowledge that discovery may require disclosure of  
9 information that is private and personal or confidential and proprietary, specifically  
10 personnel records, personnel policies, employment offers, competitive analyses,  
11 income statements, employee, client, or customer personal information (including,  
12 but not limited to medical, age, and contact information), medical records, and  
13 financial records and statements, along with other trade secret information as defined  
14 by applicable law. As a result, the parties agree to enter into a Protective Order on  
15 the following terms to ensure the continuing confidentiality of such information.  
16 The parties further acknowledge that this Order does not confer blanket protections  
17 on all disclosures or responses to discovery and that the protection it affords extends  
18 only to the limited information or items that are entitled under the applicable legal  
19 principles to treatment as confidential.

20 (b) This Protective Order shall limit the use or disclosure of documents,  
21 deposition testimony, and related information which are or which embody or  
22 disclose any information falling within the scope of Paragraph (1)(a) and designated  
23 hereunder as “Confidential,” and shall apply to:

24 (i) All such documents, including those produced by third parties,  
25 designated as “Confidential” in accordance with the terms of this Protective Order  
26 and the applicable legal standards;

27 (ii) Portions of deposition testimony and transcripts and exhibits

1 thereto which include, refer or relate to any Confidential Information;

2 (iii) All information, copies, extracts and complete or partial  
3 summaries prepared or derived from Confidential Information; and

4 (iv) Portions of briefs, memoranda or any writing filed with or  
5 otherwise supplied to the Court, which include or refer to any such Confidential  
6 Information.

7 (c) Any person designating documents, testimony, or other information as  
8 “Confidential” hereunder asserts that he or she believes in good faith that such  
9 material is Confidential Information which falls within the scope of Section (1)(a)  
10 and is not otherwise available to the public generally. Each party or non-party that  
11 designates information or items for protection under this Order must take care to  
12 limit any such designation to specific material that qualifies under the appropriate  
13 standards. A Designating Party must take care to designate for protection only those  
14 parts of material, documents, items, or oral or written communications that qualify so  
15 that other portions of the material, documents, items, or communications for which  
16 protection is not warranted are not swept unjustifiably within the ambit of this Order.

17 **2. DESIGNATION OF DOCUMENTS AND DEPOSITIONS**

18 (a) Designation of a document as “Confidential” shall be made by stamping  
19 or writing CONFIDENTIAL on the document(s). Alternatively, the parties may  
20 designate documents as “Confidential” by producing the documents with a letter  
21 designating the documents by Bates number as “Confidential.” The parties shall  
22 make all reasonable effort to designate as “Confidential” only those documents that  
23 they reasonably believe constitute personnel records, personnel policies, employment  
24 offers, competitive analyses, income statements, employee, client or customer  
25 personal information, medical records, financial records and statements, and trade  
26 secret information as defined by applicable law. The failure to designate documents  
27 as “Confidential” at the time of production shall not constitute a waiver of the

1 protection of this Order and any party may, at any time up to 30 days before the date  
2 of discovery cut-off in this action, designate any documents or information produced  
3 as “Confidential” that have not as yet been so designated. Stamping the legend  
4 “Confidential” on the cover of any multi-page document shall designate all pages of  
5 the document as confidential, unless otherwise indicated by the Designating Party,  
6 but only if the entire document is produced in a bound or otherwise intact manner.

7 (b) Designation of a deposition or other pretrial testimony, or portions  
8 thereof, as “Confidential” shall be made by a statement on the record by counsel for  
9 the party or other person making the claim of confidentiality at the time of such  
10 testimony. The portions of depositions so designated as “Confidential” shall be  
11 taken only in the presence of persons qualified to receive such information pursuant  
12 to the terms of this Protective Order: the parties and their attorneys and staff, the  
13 court reporter, videographer, the deponent, and the deponent’s attorney. Failure of  
14 any other person to comply with a request to leave the deposition room will  
15 constitute sufficient justification for the witness to refuse to answer any question  
16 calling for disclosure of Confidential Information so long as persons are in  
17 attendance who are not entitled by this Protective Order to have access to such  
18 information. The parties may, but need not in order to designate material as  
19 Confidential Information, instruct the court reporter to segregate such portions of the  
20 deposition in a separate transcript designated as “Confidential.” Portions of such  
21 deposition transcripts shall be clearly marked as “Confidential” on the cover or on  
22 each page, as appropriate.

23 (c) Any party may designate documents produced or portions of  
24 depositions taken as containing Confidential Information even if not initially marked  
25 as “Confidential” in accordance with the terms of this Protective Order by so  
26 advising counsel for each other party in writing and by reproducing said documents  
27 with the required confidential designation. Thereafter, each such document or  
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1 transcript shall be treated in accordance with the terms of this Protective Order;  
2 provided, however, that there shall be no liability for any disclosure or use of such  
3 documents or transcripts, or the Confidential Information contained therein, which  
4 occurred prior to actual receipt of such written notice. Any person who receives  
5 actual notice of any such designation of previously produced documents or  
6 deposition transcripts as containing Confidential Information shall thereafter treat  
7 such information as if it had been designated as “Confidential” at the time he, she, or  
8 it first received it in connection with this matter.

9 (d) Inadvertent failure to designate Confidential Information shall not be  
10 construed as a waiver, in whole or in part, and may be corrected by the producing  
11 party by designating documents produced or portions of depositions taken as  
12 containing Confidential Information, even if not initially marked as “Confidential,”  
13 in accordance with the terms of this Protective Order and, specifically, Paragraph  
14 2(c) above.

15 **3. LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL**  
16 **INFORMATION**

17 (a) No Confidential Information shall be disclosed by anyone receiving  
18 such information to anyone other than those persons designated herein. In no event  
19 shall Confidential Information be used, either directly or indirectly, by anyone  
20 receiving such information for any business, commercial or competitive purpose or  
21 for any purpose whatsoever other than the direct furtherance of the litigation of this  
22 action in accordance with the provisions of this Protective Order.

23 (b) Confidential Information shall not be disclosed by any person who has  
24 received such information through discovery in this action to any other person,  
25 except to:

- 26 (i) The parties;
- 27 (ii) Attorneys of record for the parties and their firms’ associates,

1 clerks and other employees involved in the conduct of this litigation, and any court  
2 reporters, videographers, or interpreters engaged to assist the parties in discovery;

3 (iii) CIS, its subsidiaries', or its affiliates' in-house counsel;

4 (iv) Non-party experts and consultants engaged by counsel for the  
5 purpose of preparing or assisting in this litigation, and those experts' respective  
6 clerks and employees involved in assisting them in this litigation, to the extent  
7 deemed necessary by counsel;

8 (v) The Court, its officers **and personnel**, Court reporters and similar  
9 personnel, ~~provided further that Confidential Information lodged with the Court~~  
10 ~~under seal is subject to further evaluation by the Court;~~

11 (vi) Any person as to which it is apparent from the face of a document  
12 was either an author, recipient, had knowledge of the contents therein, or was  
13 otherwise entitled to view the Confidential Information prior to the intended  
14 disclosure in this action; and

15 (vii) Any other potential witnesses whose testimony may be used in  
16 connection with the present case who has complied with Paragraph 3(c) immediately  
17 below.

18 (viii) Any mediator or other third-party neutral the parties agree to use.

19 (c) Before any person described in Paragraphs 3(b)(iv) and (vii) receives or  
20 is shown any document or information which has been designated as Confidential,  
21 such person shall be given a copy of this Protective Order and shall agree in writing,  
22 in the form of the Acknowledgment and Agreement attached hereto as Exhibit A, to  
23 be bound by the terms hereof. The original of each such Acknowledgment and  
24 Agreement shall be maintained by counsel and, if a witness appears at deposition or  
25 at trial and represents that he or she previously executed an Acknowledgment, it  
26 shall be produced for inspection by opposing counsel upon request. Any counsel  
27 may require the other counsel to provide a copy of the Acknowledgment and  
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1 Agreement signed by a witness at a deposition before the witness is deposed with  
2 regard to any Confidential Information.

3 (d) Nothing in this Protective Order shall be construed to require execution  
4 of the written Acknowledgment and Agreement referred to in Paragraph 3(c) above,  
5 or to prevent disclosure of Confidential Information, by the party producing and  
6 designating such Confidential Information, or by any employee of such party.

7 (e) The substance or content of Confidential Information, as well as all  
8 notes and memoranda relating thereto, shall not be disclosed to anyone other than as  
9 set forth in Paragraphs 3(b)(i)-(viii) above.

10 **4. FILING DOCUMENTS UNDER SEAL**

11 (a) If a Party wishes to submit a document to the Court which the other  
12 Party has designated as Confidential or which contains Confidential Information and  
13 which has not been successfully challenged under Paragraph 5 below, the submitting  
14 Party shall comply with all applicable provisions of Local Rule 79-5, including,  
15 without limitation, Local Rule 79-5.2.2. Any such motion or application related to  
16 the filing of any document with the Court which the other Party has designated as  
17 Confidential or which contains Confidential Information and which has not been  
18 successfully challenged under Paragraph 5 below must comply with the procedures  
19 set forth in Local Rule 79-5 and must also comply with Federal Rule of Civil  
20 Procedure 26(c).

21 (b) Any party requesting that a record be filed under seal must comply with  
22 Local Rule 79-5. The Parties agree and recognize that Confidential Information or  
23 any paper containing Confidential Information cannot be filed under seal based  
24 solely upon this stipulated Protective Order.

25 **5. CHALLENGE TO CONFIDENTIALITY DESIGNATION**

26 Any party that wishes to challenge the designation of a document or other  
27 information as “Confidential” may do so at any time that is consistent with the  
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1 Court's Scheduling Order. The Designating Party may, for good cause shown, bring  
2 a motion before the Court requesting that the Court confirm the designation of any  
3 document or information as "Confidential." The party asserting the designation as  
4 "Confidential" shall have the burden of establishing good cause for the designation.  
5 However, the Court ~~shall be authorized~~ **retains discretion** to award the moving party  
6 attorneys' fees as a sanction if the challenge to the "Confidential" designation was  
7 made in bad faith or was frivolous. The interested parties or other persons shall  
8 attempt to resolve such disagreements before submitting them to the Court pursuant  
9 to Local Rule 37-1. Pending resolution of any dispute concerning such designation,  
10 all parties and persons governed by this Protective Order shall treat all documents  
11 and information previously designated as "Confidential" as protected from further  
12 disclosure by this Protective Order.

13 **6. SURVIVAL OF ORDER - RETURN OF DOCUMENTS**

14 (a) The provisions of this Order shall continue in effect until otherwise  
15 ordered by the Court, or after notice and an opportunity to be heard is afforded to the  
16 parties to this action. The final determination or settlement of this action shall not  
17 relieve any person who has received Confidential Information or agreed to be bound  
18 by the terms of this Protective Order of his, her, or its obligations under this  
19 stipulation and Order. The Court shall retain jurisdiction after such final  
20 determination or settlement to enforce the provisions of this Order. Upon  
21 completion of the litigation, all documents (including copies of documents)  
22 containing Confidential Information shall be destroyed or returned to counsel for the  
23 producing party, except that (a) documents on which any person has made notations  
24 may be destroyed and not returned, and (b) the parties' respective attorneys of record  
25 may retain one copy of each such document for use in connection with any disputes  
26 which may arise under the Court's retention of jurisdiction as provided for herein.  
27 Within ninety days (90) of the conclusion of this litigation, the attorneys for the  
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1 receiving party shall provide the attorneys for the producing party a certificate  
2 representing that such return or destruction was made.

3 (b) Except as provided in Paragraphs 4 or 6 hereof, documents or things  
4 containing the other party's Confidential Information shall at all times be in the  
5 physical possession of those persons qualifying under Paragraph 3 hereunder, or kept  
6 by counsel of record at the premises regularly maintained by such counsel of record  
7 as and for their respective law offices.

8 **7. USE OF DOCUMENTS AT TRIAL**

9 This Stipulation and Protective Order, except as provided in Paragraph 4, shall  
10 not apply to information designated or marked Confidential hereunder which is used  
11 at any evidentiary hearing or trial in this action. The parties hereby reserve their  
12 rights to use, or seek to limit the disclosure of, confidential information at any such  
13 hearing or trial.

14 **8. USE OF OWN DOCUMENTS BY PRODUCING PARTY**

15 Nothing in this Protective Order shall limit the use by any party, person or  
16 entity of his, her, or its own document or information for legitimate business  
17 purposes unrelated to this litigation, even if such documents or information have  
18 been designated as "Confidential."

19 **9. APPLICATIONS TO COURT**

20 (a) This Protective Order shall not preclude or limit any party's right to  
21 oppose or object to discovery on any ground which would be otherwise available.  
22 This Protective Order shall not preclude or limit any party's right to seek *in camera*  
23 review or to seek further and additional protection against or limitation upon  
24 production or dissemination of information produced in response to discovery,  
25 including documents and their contents.

26 (b) Any person to or by whom disclosure or inspection is made in violation  
27 of this Protective Order, and who has knowledge of this Protective Order, shall be

1 bound by the terms hereof.

2 (c) The parties hereto, and all other persons who receive Confidential  
3 Information pursuant hereto, agree that any party or other person injured by a  
4 violation of this Order does not have an adequate remedy at law and that an  
5 injunction against such violation is an appropriate remedy. In the event any person  
6 shall violate or threaten to violate any terms of this Order, the parties agree that the  
7 aggrieved party may immediately apply to obtain injunctive relief against any such  
8 person. In the event the aggrieved party shall do so, the responding person subject to  
9 the provisions of this Order shall not employ as a defense thereto the claim that the  
10 aggrieved party has an adequate remedy at law. Any persons subject to the terms of  
11 this Order agree that the Court shall retain jurisdiction over it and them for the  
12 purposes of enforcing this Order, including but not limited to issuing an injunction.  
13 In addition to injunctive relief, as specified herein, the Court may impose monetary  
14 and/or issue sanctions, as well as other relief deemed appropriate under the  
15 circumstances for a violation of this Protective Order.

16 (d) If any deponent required under the terms of this Protective Order to  
17 execute the written Acknowledgment and Agreement described in Paragraph 3(c)  
18 above refuses to do so, the parties may complete the deposition on other matters  
19 and/or adjourn it and move the Court for any appropriate relief, including (without  
20 limitation) relief from this Protective Order as to that deponent, or an order that the  
21 deponent shall execute the written agreement described in Paragraph 3(c) above, or  
22 an order that deponent shall be bound by the terms of this Protective Order. Any  
23 non-party whose Confidential Information is the subject of such a motion shall be  
24 given notice thereof.

25 **10. AGREEMENT TO COOPERATE**

26 The parties hereto and their respective attorneys of record agree that, when one  
27 party's attorney requests a deponent to sign the written Acknowledgment and  
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1 Agreement described in Paragraph 3(c) above, the other party's attorney will join in  
2 such request, unless that attorney has a good faith basis for refusing to join in such a  
3 request; provided, however, that this requirement shall not apply with respect to any  
4 deponent who is represented at his or her deposition by an attorney of record for any  
5 party hereto (including any member or associate of their respective law firms). An  
6 attorney's request to sign such Acknowledgment pursuant to this Paragraph shall not  
7 be construed to constitute legal advice to the deponent, but shall and may be stated to  
8 be simply a request to facilitate discovery in this action.

9 **11. NO ADMISSIONS**

10 Neither entering into this Stipulation for Protective Order, nor receiving any  
11 documents or other information designated as "Confidential" shall be construed as an  
12 agreement or admission: (1) that any document or information designated as  
13 "Confidential" is in fact Confidential Information; (2) as to the correctness or truth of  
14 any allegation made or position taken relative to any matter designated as  
15 "Confidential"; or (3) as to the authenticity, competency, relevancy or materiality of  
16 any information or document designated as "Confidential."

17 **12. NO WAIVER OF PRIVILEGES OR OBJECTIONS TO**  
18 **ADMISSIBILITY**

19 Nothing in this Protective Order shall be construed as requiring disclosure of  
20 Confidential Information, including, but not limited to, materials subject to  
21 protection under the attorney-client privilege and/or attorney work product doctrine,  
22 the trade secrets privilege, or under any other applicable privileges or rights of  
23 privacy, or requiring disclosure of Confidential Information that is otherwise beyond  
24 the scope of permissible discovery. Further, nothing in this Protective Order shall be  
25 construed as a waiver by a party of any objections that might be raised as to the  
26 admissibility at trial of any evidentiary materials.





1           9.     I hereby submit to the jurisdiction of the United States District Court for  
2 the Central District of California for the purpose of enforcement of this Protective  
3 Order against me.

4           I declare under penalty of perjury under the laws of the State of California and  
5 the United States of America that the foregoing is true and correct.

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7 Dated:\_\_\_\_\_ Signature:\_\_\_\_\_

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