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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 **13. DISCLOSURE IN VIOLATION OF ORDER**

2 If any Confidential Information is disclosed to any person other than in the
3 manner authorized by this Protective Order, the party responsible for the disclosure
4 must immediately, in writing, notify the opposing party and the Designating Party of
5 all pertinent facts relating to such disclosure, and without prejudice to the rights and
6 remedies of the Designating Party, make every effort to prevent further unauthorized
7 disclosure. Nothing in this Order shall be construed as authorizing a party to disobey
8 a subpoena in another action. However, if a party receives a subpoena, or other
9 official request, for Confidential Information, it shall immediately notify the
10 Designating Party to enable the Designating Party to take appropriate action.
11 **Nothing in this Protective Order should be construed as authorizing a Receiving**
12 **Party in this action to disobey a lawful directive from another court.**

13 **14. MODIFICATION - FURTHER AGREEMENTS**

14 Nothing contained herein shall preclude any party from seeking from a Court
15 modification, or relief from any aspect, of this Stipulated Protective Order upon
16 proper notice, nor shall anything contained herein be construed as to preclude the
17 parties from entering into other written agreements designed to protect Confidential
18 Information.

19 **15. COUNTERPARTS**

20 ~~— This Stipulation for Protective Order may be executed in counterparts, each of~~
21 ~~which shall be deemed an original and which together shall constitute one~~
22 ~~instrument.~~

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

24
25 DATED: August 8, 2017

26 
27 KAREN L. STEVENSON
28 UNITED STATES MAGISTRATE JUDGE

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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