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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

REHAMN YOUSSEF,  
Plaintiff,  
v.  
T-MOBILE USA, INC., AND DOES 1  
THROUGH 30,  
Defendants.

Case No. 5:20-cv-02016 JWH (PVCx)  
**STIPULATED PROTECTIVE  
ORDER**

1           1.       PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3           proprietary or private information for which special protection from public  
4           disclosure and from use for any purpose other than pursuing this litigation may  
5           be warranted. Accordingly, the parties hereby stipulate to and petition the  
6           Court to enter the following Stipulated Protective Order. The parties  
7           acknowledge that this Order does not confer blanket protections on all  
8           disclosures or responses to discovery and that the protection it affords from  
9           public disclosure and use extends only to the limited information or items that  
10          are entitled to confidential treatment under the applicable legal principles.

11          2.       GOOD CAUSE STATEMENT

12          This action is likely to involve medical records, trade secrets, customer  
13          and pricing lists and other valuable research, development, commercial,  
14          financial, technical and/or proprietary information for which special protection  
15          from public disclosure and from use for any purpose other than prosecution of  
16          this action is warranted. Such private, confidential, and proprietary materials  
17          and information consist of, among other things, medical information,  
18          confidential business or financial information, information regarding  
19          confidential business practices, or other confidential research, development, or  
20          commercial information (including information implicating privacy rights of  
21          third parties), information otherwise generally unavailable to the public, or  
22          which may be privileged or otherwise protected from disclosure under state or  
23          federal statutes, court rules, case decisions, or common law. This action is also  
24          likely to involve the private or confidential information of third-parties.

25          Accordingly, to expedite the flow of information, to facilitate the prompt  
26          resolution of disputes over confidentiality of discovery materials, to adequately  
27          protect information the parties are entitled to keep confidential, to ensure that  
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1 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  
3 of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that  
5 information will not be designated as confidential for tactical reasons and that  
6 nothing be so designated without a good faith belief that it has been maintained  
7 in a confidential, non-public manner, and there is good cause why it should not  
8 be part of the public record of this case.

9 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

10 The parties further acknowledge, as set forth in Section 14.3, below, that  
11 this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
13 must be followed and the standards that will be applied when a party seeks  
14 permission from the court to file material under seal. There is a strong  
15 presumption that the public has a right of access to judicial proceedings and  
16 records in civil cases. In connection with non-dispositive motions, good cause  
17 must be shown to support a filing under seal. See Kamakana v. City and  
18 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.  
19 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony  
20 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
21 protective orders require good cause showing), and a specific showing of good  
22 cause or compelling reasons with proper evidentiary support and legal  
23 justification, must be made with respect to Protected Material that a party seeks  
24 to file under seal. The parties' mere designation of Disclosure or Discovery  
25 Material as CONFIDENTIAL does not— without the submission of  
26 competent evidence by declaration, establishing that the material sought to be  
27 filed under seal qualifies as confidential, privileged, or otherwise protectable—  
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1 constitute good cause.

2 Further, if a party requests sealing related to a dispositive motion or trial,  
3 then compelling reasons, not only good cause, for the sealing must be shown,  
4 and the relief sought shall be narrowly tailored to serve the specific interest to  
5 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th  
6 Cir. 2010). For each item or type of information, document, or thing sought to  
7 be filed or introduced under seal, the party seeking protection must articulate  
8 compelling reasons, supported by specific facts and legal justification, for the  
9 requested sealing order. Again, competent evidence supporting the application  
10 to file documents under seal must be provided by declaration.

11 Any document that is not confidential, privileged, or otherwise  
12 protectable in its entirety will not be filed under seal if the confidential portions  
13 can be redacted. If documents can be redacted, then a redacted version for  
14 public viewing, omitting only the confidential, privileged, or otherwise  
15 protectable portions of the document, shall be filed. Any application that seeks  
16 to file documents under seal in their entirety should include an explanation of  
17 why redaction is not feasible.

18 4. DEFINITIONS

19 4.1 **Action:** this pending federal lawsuit.

20 4.2 **Challenging Party:** a Party or Non-Party that challenges  
21 the designation of information or items under this Order.

22 4.3 **“CONFIDENTIAL” Information or Items:** information (regardless  
23 of how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
25 in the Good Cause Statement.

26 4.4 **Counsel:** Outside Counsel of Record and House Counsel (as well  
27 as their support staff).  
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1           4.5 Designating Party: a Party or Non-Party that designates  
2 information or items that it produces in disclosures or in responses to discovery  
3 as “CONFIDENTIAL.”

4           4.6 Disclosure or Discovery Material: all items or information,  
5 regardless of the medium or manner in which it is generated, stored, or  
6 maintained (including, among other things, testimony, transcripts, and tangible  
7 things), that are produced or generated in disclosures or responses to discovery.

8           4.7 Expert: a person with specialized knowledge or experience in a  
9 matter pertinent to the litigation who has been retained by a Party or its counsel  
10 to serve as an expert witness or as a consultant in this Action.

11           4.8 House Counsel: attorneys, as well as their support staff, who are  
12 employees of a party to this Action. House Counsel does not include Outside  
13 Counsel of Record or any other outside counsel.

14           4.9 Non-Party: any natural person, partnership, corporation,  
15 association or other legal entity not named as a Party to this action.

16           4.10 Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm  
19 that has appeared on behalf of that party, and includes support staff.

20           4.11 Party: any party to this Action, including all of its officers,  
21 directors, employees, consultants, retained experts, and Outside Counsel of  
22 Record (and their support staffs).

23           4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25           4.13 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing  
27 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
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1 form or medium) and their employees and subcontractors.

2 4.14 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL.”

4 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
5 Material from a Producing Party.

6 5. SCOPE

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

12 Any use of Protected Material at trial shall be governed by the orders of  
13 the trial judge and other applicable authorities. This Order does not govern the  
14 use of Protected Material at trial.

15 6. DURATION

16 Once a case proceeds to trial, information that was designated as  
17 CONFIDENTIAL or maintained pursuant to this protective order used or  
18 introduced as an exhibit at trial becomes public and will be presumptively  
19 available to all members of the public, including the press, unless compelling  
20 reasons supported by specific factual findings to proceed otherwise are made to  
21 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81  
22 (distinguishing “good cause” showing for sealing documents produced in  
23 discovery from “compelling reasons” standard when merits-related documents  
24 are part of court record). Accordingly, the terms of this protective order do not  
25 extend beyond the commencement of the trial.  
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1           7.     DESIGNATING PROTECTED MATERIAL

2           7.1   Exercise of Restraint and Care in Designating Material for

3           Protection. Each Party or Non-Party that designates information or

4 items for protection under this Order must take care to limit any such  
5 designation to specific material that qualifies under the appropriate standards.

6 The Designating Party must designate for protection only those parts of  
7 material, documents, items or oral or written communications that qualify so  
8 that other portions of the material, documents, items or communications for  
9 which protection is not warranted are not swept unjustifiably within the ambit  
10 of this Order.

11           Mass, indiscriminate or routinized designations are prohibited.

12 Designations that are shown to be clearly unjustified or that have been made  
13 for an improper purpose (e.g., to unnecessarily encumber the case development  
14 process or to impose unnecessary expenses and burdens on other parties) may  
15 expose the Designating Party to sanctions.

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

20           7.2   Manner and Timing of Designations. Except as otherwise provided  
21 in this Order, or as otherwise stipulated or ordered, Disclosure of Discovery  
22 Material that qualifies for protection under this Order must be clearly so  
23 designated before the material is disclosed or produced.

24           Designation in conformity with this Order requires:

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

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

17 (b) for testimony given in depositions that the Designating Party  
18 identifies the Disclosure or Discovery Material on the record, before the close  
19 of the deposition all protected testimony.

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

26 7.3 Inadvertent Failures to Designate. If timely corrected, an  
27 inadvertent failure to designate qualified information or items does not,  
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1 standing alone, waive the Designating Party's right to secure protection under  
2 this Order for such material. Upon timely correction of a designation, the  
3 Receiving Party must make reasonable efforts to assure that the material is  
4 treated in accordance with the provisions of this Order.

5 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1 et seq.

11 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
12 joint stipulation pursuant to Local Rule 37-2.

13 8.4 The burden of persuasion in any such challenge proceeding shall be  
14 on the Designating Party. Frivolous challenges, and those made for an  
15 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
16 on other parties) may expose the Challenging Party to sanctions. Unless the  
17 Designating Party has waived or withdrawn the confidentiality designation, all  
18 parties shall continue to afford the material in question the level of protection to  
19 which it is entitled under the Producing Party's designation until the Court  
20 rules on the challenge.

21 9. ACCESS TO AND USE OF PROTECTED MATERIAL

22 9.1 Basic Principles. A Receiving Party may use Protected Material that  
23 is disclosed or produced by another Party or by a Non-Party in connection with  
24 this Action only for prosecuting, defending or attempting to settle this Action.  
25 Such Protected Material may be disclosed only to the categories of persons and  
26 under the conditions described in this Order. When the Action has been  
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1 terminated, a Receiving Party must comply with the provisions of section 15  
2 below (FINAL DISPOSITION).

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

6 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating  
8 Party, a Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

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

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

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

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

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

25 (g) the author or recipient of a document containing the  
26 information or a custodian or other person who otherwise possessed or knew  
27 the information;  
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1 (h) during their depositions, witnesses, and attorneys for witnesses,  
2 in the Action to whom disclosure is reasonably necessary provided: (1) the  
3 deposing party requests that the witness sign the form attached as Exhibit A  
4 hereto; and (2) they will not be permitted to keep any confidential information  
5 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
6 A), unless otherwise agreed by the Designating Party or ordered by the court.  
7 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
8 Protected Material may be separately bound by the court reporter and may not  
9 be disclosed to anyone except as permitted under this Stipulated Protective  
10 Order; and

11 (i) any mediators or settlement officers and their supporting  
12 personnel, mutually agreed upon by any of the parties engaged in settlement  
13 discussions.

14 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
15 PRODUCED IN OTHER LITIGATION

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

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

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

25 (c) cooperate with respect to all reasonable procedures sought to be  
26 pursued by the Designating Party whose Protected Material may be affected. If  
27 the Designating Party timely seeks a protective order, the Party served with the  
28 subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which  
2 the subpoena or order issued, unless the Party has obtained the Designating  
3 Party’s permission. The Designating Party shall bear the burden and expense of  
4 seeking protection in that court of its confidential material and nothing in these  
5 provisions should be construed as authorizing or encouraging a Receiving Party  
6 in this Action to disobey a lawful directive from another court.

7  
8 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
9 BE PRODUCED IN THIS LITIGATION

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

16 (b) In the event that a Party is required, by a valid discovery  
17 request, to produce a Non-Party’s confidential information in its possession,  
18 and the Party is subject to an agreement with the Non-Party not to produce the  
19 Non-Party’s confidential information, then the Party shall:

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

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

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

28 (c) If the Non-Party fails to seek a protective order from this court

1 within 14 days of receiving the notice and accompanying information, the  
2 Receiving Party may produce the Non-Party's confidential information  
3 responsive to the discovery request. If the Non-Party timely seeks a protective  
4 order, the Receiving Party shall not produce any information in its possession  
5 or control that is subject to the confidentiality agreement with the Non-Party  
6 before a determination by the court. Absent a court order to the contrary, the  
7 Non-Party shall bear the burden and expense of seeking protection in this court  
8 of its Protected Material.

9 12. UNAUTHORIZED DISCLOSURE OF PROTECTED  
10 MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has  
12 disclosed Protected Material to any person or in any circumstance not  
13 authorized under this Stipulated Protective Order, the Receiving Party must  
14 immediately (a) notify in writing the Designating Party of the unauthorized  
15 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
16 Protected Material, (c) inform the person or persons to whom unauthorized  
17 disclosures were made of all the terms of this Order, and (d) request such  
18 person or persons to execute the "Acknowledgment an Agreement to Be  
19 Bound" attached hereto as Exhibit A.

20 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
21 OTHERWISE PROTECTED MATERIAL

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

5 14. MISCELLANEOUS

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
7 any person to seek its modification by the Court in the future.

8 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed  
11 in this Stipulated Protective Order. Similarly, no Party waives any right to  
12 object on any ground to use in evidence of any of the material covered by this  
13 Protective Order.

14 14.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
16 may only be filed under seal pursuant to a court order authorizing the sealing of  
17 the specific Protected Material. If a Party's request to file Protected Material  
18 under seal is denied by the court, then the Receiving Party may file the  
19 information in the public record unless otherwise instructed by the court.

20 15. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 6,  
22 within 60 days of a written request by the Designating Party, each Receiving  
23 Party must return all Protected Material to the Producing Party or destroy such  
24 material. As used in this subdivision, "all Protected Material" includes all  
25 copies, abstracts, compilations, summaries, and any other format reproducing  
26 or capturing any of the Protected Material. Whether the Protected Material is  
27 returned or destroyed, the Receiving Party must submit a written certification  
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1 to the Producing Party (and, if not the same person or entity, to the Designating  
2 Party) by the 60-day deadline that (1) identifies (by category, where  
3 appropriate) all the Protected Material that was returned or destroyed and (2)  
4 affirms that the Receiving Party has not retained any copies, abstracts,  
5 compilations, summaries or any other format reproducing or capturing any of  
6 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
7 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
8 hearing transcripts, legal memoranda, correspondence, deposition and trial  
9 exhibits, expert reports, attorney work product, and consultant and expert work  
10 product, even if such materials contain Protected Material. Any such archival  
11 copies that contain or constitute Protected Material remain subject to this  
12 Protective Order as set forth in Section 6 (DURATION).

13 16. VIOLATION

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

17  
18 **GOOD CAUSE HAVING BEEN SHOWN BY THE PARTIES’**  
19 **STIPULATION, IT IS SO ORDERED.**

20  
21 DATED: April 1, 2021



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HON. PEDRO V. CASTILLO  
United States Magistrate Judge

1 REHAM YOUSSEF, an individual,  
2 Plaintiff,  
3 v.  
4 T-MOBILE USA, INC. and DOES 1  
5 - 30,  
6 Defendant.

Case No. 5:20-cv-02016 JWH (PVCx)

**EXHIBIT A**

7 **EXHIBIT A**  
8 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

9 I, \_\_\_\_\_ [FULL NAME], of \_\_\_\_\_  
10 [POSITION AND EMPLOYER], declare that I have read in its entirety and  
11 understand the Stipulated Protective Order that was issued by the United States  
12 District Court for the Central District of California on [DATE ISSUED] in *Reham*  
13 *Youssef v. T-Mobile USA, Inc.*, Case No. 5:20-cv-02016 JWH (PVCx). I agree to  
14 comply with and to be bound by all the terms of this Stipulation and Protective  
15 Order and I understand and acknowledge that failure to so comply could expose  
16 me to sanctions and punishment in the nature of contempt. I solemnly promise that  
17 I will not disclose in any manner any information or item that is subject to this  
18 Stipulation and Protective Order to any person or entity except in strict compliance  
19 with the provisions of this Order. I further agree to submit to the jurisdiction of  
20 the United States District Court for the Central District of California, for the  
21 purpose of enforcing the terms of this Stipulation and Protective Order, even if  
22 such enforcement proceedings occur after termination of this action.  
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I declare under penalty of perjury, under the laws of the State of California,  
that the foregoing is true and correct. Executed this \_\_\_\_, day of \_\_\_\_\_,  
21 \_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

Title

Address

City, State, Zip

Telephone Number