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9
 10 [ADDITIONAL PARTIES LISTED ON
 SIGNATURE PAGE]

11 **UNITED STATES DISTRICT COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

13 COUNTY OF ORANGE, a political
 subdivision of the State of California,

14 Plaintiff,

15 v.

16 TATA CONSULTANCY SERVICES
 LTD., an Indian corporation; TATA
 17 AMERICA INTERNATIONAL
 CORPORATION, a New York
 18 corporation,

19 Defendants.

20 TATA AMERICA INTERNATIONAL
 CORPORATION, a New York
 21 corporation,

22 Counterclaimant,

23 v.

24 COUNTY OF ORANGE, a political
 subdivision of the State of California,

25 Counterdefendant.

Case No. SACV13-683 JLS (JCx)

(Honorable Josephine L. Staton)

**STIPULATED PROTECTIVE
 ORDER**

EXPERT DISCOVERY MATTER

[Fed R. Civ. P. 26(c)]

Honorable Jacqueline Chooljian
 U.S. Magistrate Judge

Action Filed: April 30, 2013
 Trial Date: August 2, 2016

1 **STIPULATED PROTECTIVE ORDER**

2 Pursuant to Federal Rules of Civil Procedure 26(c) and 29, and Local Rule
3 79-5, this Stipulation and Protective Order (“Protective Order”) between Plaintiff
4 and Counterdefendant County of Orange (the “County”) and Defendants Tata
5 America International Corporation and Tata Consultancy Services Ltd. (together,
6 “Defendants,” and collectively with the County, the “Parties”), through their
7 counsel of record, is made with respect to the following recitals:

8 WHEREAS, during the course of expert discovery the County provided
9 copies of certain of its servers (the “Virtual Machines”) to its testifying experts,
10 which Virtual Machines contained data not only from the Auditor-Controller, the
11 Treasurer-Tax Collector and the Clerk of the Board relevant to the parties’ July 15,
12 2008 agreement entitled “Contract for Professional Services For the Development
13 and Implementation of the Property Tax Management System (‘PTMS’)” (the
14 “Agreement”) but also data from the County Sheriff’s office and other County
15 agencies that is wholly unrelated to this action. The County, to protect data
16 belonging to the Clerk of the Board and the County Sheriff, provided the Virtual
17 Machines to DisputeSoft, Inc., their software experts, under a confidentiality
18 agreement that restricted their access to only PTMS data contained on those servers.

19 WHEREAS, while the County did not previously produce to Defendants the
20 Virtual Machines that the County had provided to its testifying experts, but
21 maintains that it provided the underlying PTMS data residing thereon, the County
22 now intends to produce those Virtual Machines to Defendants, subject to this
23 Protective Order.

24 WHEREAS, during the July 8, 2016 pre-trial conference in this matter, the
25 Honorable Josephine Staton ordered that the Parties meet and confer regarding the
26 language of a proposed protective order to preserve the confidentiality of sensitive
27 information on the Virtual Machines, and that the Parties present a proposed
28 protective order to this Court for review and approval;

1 of this litigation. Persons receiving the Virtual Machines shall not take any steps
2 whatsoever to access any data or portions thereof other than that which relates to the
3 PTMS data, and shall immediately cease reviewing non-PTMS data if it is
4 inadvertently accessed. Any person who intentionally uses or disseminates non-
5 PTMS data shall be subject to sanction by this Court.

6 C. If any party objects to the designation of Expert Discovery Material as
7 “Expert Confidential,” and the objection cannot be resolved by agreement of
8 counsel, the Expert Discovery Material shall be treated as designated and subject to
9 this Protective Order, unless otherwise ordered by the Court upon motion made by
10 the objecting party in accordance with the provisions of Local Rules 37-1, et seq.
11 The party designating Expert Discovery Material as “Expert Confidential” shall bear
12 that burden of proof on any such motion.

13 D. Subject to the further conditions imposed by this Protective Order,
14 Expert Discovery Material designated as “Expert Confidential” may be disclosed
15 only to the following persons:

16 1. Counsel for the Parties and paralegal assistants, office clerks,
17 secretaries and other such personnel working under their supervision, all of whom
18 shall be deemed bound by the terms of this Protective Order upon counsel’s
19 signature.

20 2. Consulting experts or expert witnesses who agree to be bound by
21 the terms of this Protective Order.

22 3. The Court and administrative personnel thereof, pursuant to the
23 procedures described in paragraph H and mandated by Local Rule 79-5.1 and any
24 pertinent orders of the presiding judicial officers.

25 4. Such other persons as the Parties may agree or as may be ordered
26 by the Court.

27 E. Prior to the disclosure of any Expert Discovery Material designated as
28 “Expert Confidential” to any person described in paragraph D(1), D(2), and D(4),

1 counsel for the party that has received and seeks to use or disclose such Expert
2 Discovery Material shall first provide such employee, expert or other person with a
3 copy of this Protective Order, and shall cause him or her to execute, on a second
4 copy which counsel shall thereafter retain, the following acknowledgment:

5 I understand that I am being given access to Expert
6 Discovery Material designated as “Expert Confidential”
7 pursuant to the foregoing Protective Order. I have read the
8 Protective Order and agree to be bound by its terms with
9 respect to the handling, use and disclosure of such
10 designated Expert Discovery Material.

11 Dated: /s/

12 F. Upon the termination of this litigation, including any appeal pertaining
13 thereto, all Expert Discovery Material designated as “Expert Confidential” and all
14 copies thereof, other than any such materials in the possession/custody of the Court
15 and its personnel, shall be destroyed or returned to the producing party within ten
16 (10) days of receipt of a written request from counsel for the producing party to that
17 effect, provided, however, that any party's counsel may retain his attorney work
18 product even though it contains information designated “Confidential,” but such
19 retained work product shall remain subject to the terms of this Protective Order. All
20 Expert Discovery Material designated as “Expert Confidential” disclosed to any
21 person or party pursuant to any provision hereof, other than any such materials in
22 the possession/custody of the Court and its personnel, also shall be destroyed or
23 returned to the producing party.

24 G. If any party who receives Expert Discovery Material designated as
25 “Expert Confidential” receives a subpoena or other request seeking such Expert
26 Discovery Material, he, she or it shall immediately give written notice to opposing
27 counsel, identifying the information sought and the time in which production or
28 other disclosure is required, and shall object to the request or subpoena on the

1 grounds of this Protective Order so as to afford opposing counsel an opportunity to
2 obtain an order barring production or other disclosure, or to otherwise respond to the
3 subpoena or other request for production or disclosure of Expert Discovery Material
4 designated as “Confidential.” Other than objecting on the grounds of this Protective
5 Order, no party shall be obligated to seek an order barring production of Expert
6 Discovery Material designated as “Confidential.”

7 H. Any pleadings, motions, briefs, declarations, stipulations, exhibits or
8 other written submissions to the Court in this litigation which contain, reflect,
9 incorporate or refer to Expert Discovery Material designated as “Expert
10 Confidential” shall be submitted for filing and maintenance under seal in accordance
11 with the provisions of Local Rule 79-5.1 and any pertinent orders of the presiding
12 judicial officers, unless the Parties agree that such materials need not be sealed. The
13 party seeking to file the unredacted Expert Discovery Material designated as
14 “Expert Confidential” shall submit an application, along with a proposed order,
15 seeking a Court order permitting the designated Expert Discovery Material to be
16 filed under seal in accordance with the foregoing provisions.

17 I. Any party to this action may, following the production of documents by
18 a third party or a third party’s deposition, designate documents or deposition
19 testimony of that third party as “Expert Confidential” governed by this Protective
20 Order, subject to any challenge to that designation made pursuant to paragraph C,
21 above.

22 J. Nothing herein shall waive, diminish or otherwise affect any party’s
23 rights to object to discovery on any grounds, including but not limited to privacy,
24 relevance, privilege or undue burden.

25 K. Nothing herein shall waive, diminish or otherwise affect any party’s
26 rights to object to the introduction of any Expert Discovery Material designated as
27 “Expert Confidential” into evidence, on grounds including but not limited to
28 relevance and privilege.

1 L. This Protective Order shall be without prejudice to the right of the
2 Parties to present a motion to the Court for a separate protective order (in
3 accordance with the provisions of Local Rules 37-1, et seq.) as to any particular
4 deposition, discovery request, document or information. In addition, this Protective
5 Order shall not be deemed to prejudice the Parties in any way in any future
6 application for modification of this Protective Order or for relief from a party's
7 designation of a particular document or documents as "Confidential."

8 DATED: July 18, 2016 KELLEY DRYE & WARREN LLP

9
10 By /s/ William A. Escobar
11 William A. Escobar
12 Neil Merkl
13 Hajir Ardebili
14 Alaina B. Ingram
15 Attorneys for Defendant Tata Consultancy Services
16 Ltd. and Defendant and Counterclaimant Tata
17 America International Corporation

18 DATED: July 18, 2016 THEODORA ORINGHER PC

19 By /s/ Timothy J. Gorry
20 Todd C. Theodora
21 Allan L. Schare
22 Timothy J. Gorry
23 Andrew G. Prout
24 Attorneys for Plaintiff and Counterdefendant
25 County of Orange
26
27
28

1 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed,
2 and on whose behalf the filing is submitted, concur in the filing of this stipulation
3 and have authorized the filing of this stipulation.

4
5 DATED: July 18, 2016

THEODORA ORINGHER PC

6
7 By /s/ Timothy J. Gorry

Todd C. Theodora

Allan L. Schare

Timothy J. Gorry

Andrew G. Prout

10 Attorneys for Plaintiff and Counterdefendant
11 County of Orange

12
13 **IT IS SO ORDERED:**

14
15 DATED: July 21, 2016

/s/

Hon. Jacqueline Chooljian

U.S. Magistrate Judge