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 Services Ltd. and Defendant and  
 Counterclaimant Tata America  
 11 International Corporation

12 [ADDITIONAL PARTIES LISTED ON  
 13 SIGNATURE PAGE]

14 **UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

15 COUNTY OF ORANGE, a political  
 16 subdivision of the State of California,

17 Plaintiff,

18 v.

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

21 Defendants.

22 TATA AMERICA INTERNATIONAL  
 CORPORATION, a New York  
 23 corporation,

24 Counterclaimant,

25 v.

25 COUNTY OF ORANGE, a political  
 26 subdivision of the State of California,

27 Counterdefendant.

**Case No. SACV13-683 JLS (JCx)**

(Honorable Josephine L. Staton)

**STIPULATED PROTECTIVE  
ORDER**

**[CHANGES MADE BY COURT]**

**DISCOVERY MATTER**

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

Honorable Jacqueline Chooljian  
U.S. Magistrate Judge

Action Filed: April 30, 2013  
Trial Date: July 14, 2015

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, both the County’s affirmative claims set forth in its First  
9 Amended Complaint and Tata America’s counterclaims arise from the  
10 circumstances surrounding the parties’ July 15, 2008 agreement entitled “Contract  
11 for Professional Services For the Development and Implementation of the Property  
12 Tax Management System (‘PTMS’)” (the “Agreement”).

13 WHEREAS, **the Parties represent:** Good cause exists to grant this  
14 Protective Order. The Parties anticipate that through the course of discovery, the  
15 Parties will request or otherwise be obligated to disclose confidential and  
16 proprietary information. In particular, the nature of the claims that the Parties are  
17 asserting may require the disclosure of confidential and proprietary information  
18 including but not limited to: (a) agreements with one or more third parties; (b)  
19 financial information; and (c) software, concepts, processes, and product strategies,  
20 some of which may involve the disclosure of trade secrets. The public disclosure of  
21 the foregoing information may or will put the Parties at a disadvantage if such  
22 information is made available and known to their competitors. The Parties wish to  
23 comply fully with their discovery obligations, but do not wish to compromise their  
24 respective legitimate interests, and the respective legitimate interests of third party  
25 witnesses, in the confidentiality of certain information and documentation.  
26 Accordingly, the Parties seek to implement a Protective Order to protect their  
27 interests.

1 WHEREAS, this Court has authority to grant this Protective Order. Pursuant  
2 to Rule 26(c) of the Federal Rules of Civil Procedure, a court may make an order  
3 providing that “a trade secret or other confidential research, development, or  
4 commercial information not be revealed or be revealed only in a specified way”; and  
5 that the parties file specified unredacted documents or information “in sealed  
6 envelopes, to be opened as the court directs.” Fed. R. Civ. P. 26(c)(1). Protective  
7 orders serve to safeguard parties in light of the otherwise broad reach of discovery.  
8 *U.S. v. CBS, Inc.*, 666 F.2d 364, 368-69 (9th Cir. 1982).

9 **[DELETED]**

10 WHEREAS, in keeping with the foregoing, the Parties seek to establish  
11 procedures that will protect all confidential and proprietary information while  
12 expediting the discovery process, limiting the necessity for objections or subsequent  
13 motions seeking to limit discovery and facilitating the disposition by this Court of  
14 any disputes that may arise in connection with discovery. Accordingly, subject to  
15 the approval of this Court, it is hereby stipulated and agreed, by and between the  
16 Parties, through their respective counsel, as follows:

17 **STIPULATION**

18 A. Writings (as that term is defined in Rule 1001 of the Federal Rules of  
19 Evidence) produced in discovery by any party to this litigation, and/or by third  
20 parties in response to document or deposition subpoenas, may be designated in  
21 whole or in part by any party or third party as “Confidential” pursuant to this  
22 Protective Order if such writings contain proprietary information, personal financial  
23 information, personal address or telephone information, or other information over  
24 which the producing party has a reasonable expectation of privacy, secrecy or  
25 confidentiality, provided that any third party making such designation agrees **in**  
26 **writing or on the record** to be bound by the terms of this Protective Order.  
27 Additionally, any party or third party witness may, for the same reasons, designate  
28 deposition testimony as “Confidential” by stating on the record that a deposition or

1 portion thereof shall be treated as designated, or may make such designation  
2 sometime thereafter, provided that any third party making such designation agrees  
3 **in writing or on the record** to be bound by the terms of this stipulated Protective  
4 Order. Writings designated as “Confidential,” additional information or **deposition**  
5 testimony designated as “Confidential,” and all information derived therefrom  
6 (collectively, “Discovery Material”), shall be treated pursuant to the provisions set  
7 forth below.

8 B. Discovery Material designated as “Confidential” may be used by the  
9 persons receiving such Discovery Material only for the purpose of this litigation.

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

17 D. Subject to the further conditions imposed by this Protective Order,  
18 Discovery Material designated as “Confidential” may be disclosed only to the  
19 following persons:

20 1. The Parties and their current and former officers, directors and  
21 employees, provided, however, that disclosure may be made only to the extent  
22 reasonably necessary for the prosecution or defense of this action.

23 2. Counsel for the Parties and paralegal assistants, office clerks,  
24 secretaries and other such personnel working under their supervision, all of whom  
25 shall be deemed bound by the terms of this Protective Order upon counsel’s  
26 signature.

27 3. In-house counsel to the Parties and paralegal assistants, office  
28 clerks, secretaries and other such personnel working under their supervision, all of

1 whom shall be deemed bound by the terms of this Protective Order upon counsel's  
2 signature.

3 4. Consulting experts or expert witnesses who agree to be bound by  
4 the terms of this Protective Order.

5 5. Witnesses or potential witnesses related to this action in  
6 proceedings before this Court, including depositions, provided, however, such  
7 witnesses may not be given a copy of, and may only be shown, Discovery Material  
8 designated as "Confidential." Discovery Material designated as "Confidential" may  
9 be attached as a deposition exhibit provided that no witness retains a copy of a  
10 deposition transcript that includes such designated Discovery Material.

11 6. Percipient witnesses.

12 7. Court reporters and their staff, professional jury or trial  
13 consultants, and persons or entities that provide litigation support services (e.g.,  
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
15 organizing, storing or retrieving data in any form or medium) and their employees  
16 and subcontractors.

17 8. Mock juries.

18 9. The Court and administrative personnel thereof, pursuant to the  
19 procedures described in paragraph H and mandated by Local Rule 79-5.1 as  
20 **modified by the presiding judges' procedures under the Pilot Project for the**  
21 **Electronic Submission and Filing of Under Seal Documents.**

22 10. Such other persons as the Parties may agree or as may be ordered  
23 by the Court.

24 E. Prior to the disclosure of any Discovery Material designated as  
25 "Confidential" to any person described in paragraph D(3), D(4), D(5), D(6), and  
26 D(8), counsel for the party that has received and seeks to use or disclose such  
27 Discovery Material shall first provide such employee, expert or other person with a

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1 copy of this Protective Order, and shall cause him or her to execute, on a second  
2 copy which counsel shall thereafter retain, the following acknowledgment:

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

9 Dated: /s/

10 F. Within thirty (30) days of the termination of this litigation, including  
11 any appeal pertaining thereto, or within ten (10) days of receipt of a written request  
12 from counsel to the producing party, all Discovery Material designated as  
13 “Confidential” and all copies thereof, **other than any such materials in the**  
14 **possession/custody of the Court and its personnel**, shall be destroyed or returned  
15 to the producing party, provided, however, that (1) any party’s counsel may retain  
16 his attorney work product even though it contains information designated  
17 “Confidential,” but such retained work product shall remain subject to the terms of  
18 this Protective Order; and (2) if the party has already destroyed the materials  
19 pursuant to this section, there shall be no obligation hereunder to return such  
20 materials to the producing party nor any penalty for an inability to do so. All  
21 Discovery Material designated as “Confidential” disclosed to any person or party  
22 pursuant to any provision hereof, **other than any such materials in the possession/**  
23 **custody of the Court and its personnel**, also shall be destroyed or returned to the  
24 producing party.

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

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

8 H. Any pleadings, motions, briefs, declarations, stipulations, exhibits or  
9 other written submissions to the Court in this litigation which contain, reflect,  
10 incorporate or refer to Discovery Material designated as “Confidential” shall **be**  
11 **submitted for filing and maintenance under seal in accordance with the**  
12 **provisions of Local Rule 79-5.1 as modified by the presiding judges’**  
13 **procedures under the Pilot Project for the Electronic Submission and Filing of**  
14 **Under Seal Documents, unless the Parties agree that such materials need not be**  
15 **sealed.** The party seeking to file the unredacted Discovery Material designated as  
16 “Confidential” shall submit an application, along with a proposed order, seeking a  
17 Court order permitting the designated Discovery Material to be filed under seal **in**  
18 **accordance with the foregoing provisions. [DELETED]**

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

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

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

1 privilege.

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

9  
10 DATED: May 12, 2014

KELLEY DRYE & WARREN LLP

11  
12 By /s/ William A. Escobar

William A. Escobar

Allison S. Brehm

Joshua M. Keesan

Alaina B. Ingram

15 Attorneys for Defendant Tata Consultancy  
16 Services Ltd. and Defendant and  
17 Counterclaimant Tata America International  
Corporation

18 DATED: May 12, 2014

THEODORA ORINGHER PC

19  
20  
21 By /s/ Allan L. Schare

Todd C. Theodora

Allan L. Schare

Benjamin P. Broderick

24 Attorneys for Plaintiff and Counterdefendant  
25 County of Orange

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



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DATED: May 12, 2014

KELLEY DRYE & WARREN LLP

By /s/ William A. Escobar  
William A. Escobar  
Allison S. Brehm  
Joshua M. Keesan  
Alaina B. Ingram  
Attorneys for Defendant Tata Consultancy  
Services Ltd. and Defendant and  
Counterclaimant Tata America International  
Corporation

**AS MODIFIED, IT IS SO ORDERED :**

DATED: May 30, 2014

/s/  
Hon. Jacqueline Chooljian  
U.S. Magistrate Judge