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10 Attorneys for Defendant TWC ADMINISTRATION LLC (*erroneously sued as*
11 *“TWC ADMINISTRATION LLC, a Delaware Corporation, dba TIME WARNER*
12 *CABLE”*)

13 **UNITED STATES DISTRICT COURT**

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

15 NANCY HARRIS, an individual,
16
17 Plaintiff,

Case No. SACV13-1154 CJC (PJWx)

PROTECTIVE ORDER

18 v.

19 TWC ADMINISTRATION LLC, a
20 Delaware Corporation, dba TIME
21 WARNER CABLE; and DOES 1
22 through 25, inclusive,
23
24 Defendants.

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RECITALS

WHEREAS, the Court may enter a protective order upon a showing of good cause in accordance with the Federal Rules of Civil Procedure.

WHEREAS, the parties contend that good cause exists for such a protective order because the parties seek to exchange discovery that is of a confidential, proprietary, or private nature for which special protection from public disclosure and special protection from use for any purpose other than prosecuting this litigation would be warranted. Confidential documents that may be exchanged in this litigation include, without limitation, employee payroll data, personnel data (including that of employees other than Plaintiff), and Defendant’s internal documents regarding its policies, practices or strategies.

WHEREAS, Defendant contends that such discovery, if disclosed, will have the effect of causing harm to its competitive position and to the privacy rights of current and former employees other than Plaintiff.

WHEREAS, the parties only seek to stipulate and enter into a protective order that is limited to the discovery as described in this Stipulation.

STIPULATION

Accordingly, IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff Nancy Harris (“Plaintiff”) and Defendant TWC Administration LLC (“Defendant”) (collectively, the “Parties”), through their undersigned counsel, that this Court, subject to the Court finding good cause pursuant to Federal Rule of Civil Procedure 26(c), enter the following Stipulated and Proposed Protective Order Regarding Confidential Discovery Material (“Stipulated Protective Order”) with respect to pre-trial discovery. This Stipulated Protective Order will govern a limited set of documents and information produced by the Parties in response to discovery requests in this action, Case No. SACV13-1154 CJC (PJWx) (“discovery material”), as described in Section I.A of this Stipulation.

1 **I. DESIGNATION AND USE OF CONFIDENTIAL MATERIAL**

2 During the course of litigation, either party may seek to have discovery
3 material classified as “confidential.” Any party (“designating party”) may designate
4 as confidential any discovery material if the party in good faith believes that it
5 contains confidential personal or commercial information, specifically including any
6 non-public employee payroll data, employee personnel data, or Defendant’s internal
7 documents regarding its policies, practices or trade secrets. Discovery material that is
8 so designated is referred to herein as “Confidential Material.” The designating party
9 will mark each page “Confidential” of any document designated as such. The
10 designation will be made to avoid obscuring or defacing any portion of the discovery
11 material. Should any party, counsel for any party, or any person not a party to this
12 action, who obtains access to any Confidential Material make copies of or from such
13 material, the material will also be designated Confidential and all references in this
14 Stipulated Protective Order will be deemed to apply to such copies. Deposition
15 testimony based on information designated Confidential will be identified as such
16 either by a statement on the record at the deposition or by marking as Confidential
17 documents or selected pages of documents containing such testimony. If either party,
18 through inadvertence, fails to designate discovery material as Confidential, but
19 thereafter determines that such discovery material should have been so designated, it
20 promptly will provide written notice of the Confidential designation, and to the extent
21 practicable, the discovery material will be treated as Confidential Material from the
22 date of receipt of such notice. Likewise, if a party designates discovery material
23 Confidential and later determines that such discovery material should not have been
24 so designated, it will promptly provide written notice of the removal of the
25 designation along with a duplicate copy of the discovery material without the
26 Confidential marking.

27 All Confidential Material and any portion thereof, including copies thereof,
28 will be deemed confidential and will be for use in these proceedings only, including

1 purposes related to the resolution of the claims asserted in the action, such as the
2 mediation, negotiation, and/or voluntary arbitration of one or more of the asserted
3 claims. Such Confidential information shall not be used for any other purpose,
4 including, without limitation, other commercial or business use or use in other
5 litigation.

6 All Confidential Material and any portion thereof, including copies thereof, and
7 any information derived therefrom will not be disclosed in any way to anyone other
8 than: (a) the Court and Court personnel; (b) the Parties' counsel and their staff; (c)
9 stenographic reporters; (d) the named parties; and the following, provided that they
10 expressly agree to be bound by the terms of this Stipulated Protective Order by
11 executing the form attached as Exhibit A (discussed below in section II): (e) any
12 current or former officers, directors, or employees of the Parties who are needed to
13 assist their counsel in this action; (f) any expert or consultant retained in connection
14 with this action; (g) witnesses and potential witnesses at, and in preparation for,
15 deposition, trial, or hearing herein, and (h) outside vendors who perform data entry or
16 similar clerical functions. Confidential Material may not be disclosed to any other
17 person or entity without the prior written consent of the designating party or order of
18 the Court. Any disclosure should be only to the extent reasonably necessary for the
19 effective prosecution and defense of the claims in this action and for no other
20 purpose.

21 **II. CONDITIONS OF DISCLOSURE**

22 As set forth in section I above, prior to the disclosure of Confidential Material
23 or any information contained therein to the persons qualified to receive it but required
24 to execute Exhibit A, counsel for the requesting party will secure from each such
25 person the signed Exhibit A, which provides that he or she has read this Stipulated
26 Protective Order, that he or she will not divulge any Confidential Material or any
27 information contained therein except in the preparation, trial, or appeal of this action
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1 and in accordance with the terms and conditions of the Stipulated Protective Order,
2 and that he or she will not use the material for any other purpose.

3 Confidential Material will be copied by only the Parties' counsel in this action
4 or by personnel or outside vendors assisting such counsel and for only purposes
5 permitted by this Stipulated Protective Order, and control and distribution of
6 confidential material and copies thereof will be the responsibility of such counsel,
7 who will maintain all written assurances executed by such persons as provided in
8 section I.

9 The restrictions set forth in this Stipulated Protective Order will not apply to:
10 (a) information that was, is or becomes public knowledge through its authorized
11 release by a person or entity who rightfully obtained and possesses such information
12 during the normal course of business, and not in violation of this Stipulated Protective
13 Order; or (b) Defendant (or its affiliates), with respect to its own information or
14 information received or created during the normal course of its own business.
15 Whether information that becomes a matter of public record in any other manner may
16 still be subject to protection as confidential will be determined according to the
17 standards and procedures set forth herein. The owner of Confidential Material will be
18 able to seek protection of that information in accordance with the provisions of this
19 Stipulated Protective Order.

20 **III. PROTECTING CONFIDENTIAL INFORMATION AT DEPOSITIONS**

21 During a deposition, either party may request any person present to sign the
22 attached Exhibit A with the exception of any deposition reporters, videographers, and
23 any individuals listed in sections I.C.(a)–(d).

24 To designate confidential information in testimony, the designating party will
25 (a) make an oral statement to that effect on the record, or (b) notify the recipient in
26 writing at any time up to 30 days after receipt of the transcript.

27 If any Confidential Material is marked as an exhibit in a deposition, or its
28 contents are disclosed, wholly or partially, in the course of the testimony at such

1 deposition, counsel for the Parties will (a) advise the reporter that the exhibit(s) refer
2 to Confidential Material or (b) notify the recipient in writing at any time up to 30 days
3 after receipt of the transcript. In either case, the exhibit itself, as well as the portions
4 of the transcript containing such disclosure, will be marked Confidential and will be
5 deemed Confidential Material. To this end, the reporter will not furnish copies
6 thereof to anyone other than counsel of record for the Parties herein, and, if so
7 requested by such counsel, the witness and the witness' counsel.

8 **IV. USE OF CONFIDENTIAL INFORMATION IN COURT FILINGS**

9 In accordance with Central District of California Civil Local Rule 79-5.1, if
10 any papers to be filed with the Court contain information and/or documents that have
11 been designated as "Confidential Material," the proposed filing shall be accompanied
12 by an application to file the papers or the portion thereof containing the designated
13 information or documents (if such portion is segregable) and if appropriate, the
14 application itself under seal; and the application shall be directed to the judge to
15 whom the papers are directed. For motions, the parties shall publicly file a redacted
16 version of the motion and supporting papers.

17 **V. CHALLENGING A CONFIDENTIAL DESIGNATION**

18 If at any time during this litigation a party disputes the designation of discovery
19 material as Confidential, the objecting party will notify the designating party in
20 writing of such dispute and request a conference for the parties to confer in a good
21 faith effort to resolve the dispute. It shall be the responsibility of counsel for the
22 objecting party to arrange for this conference. The objecting party's notice will
23 identify the material in dispute and explain the basis for the objection. Counsel for
24 the designating party shall confer with counsel for the objecting party within ten (10)
25 calendar days after the objecting party serves a letter requesting such conference. If
26 counsel are unable to settle their differences, they shall formulate a written stipulation
27 ("Joint Stipulation") setting forth their respective positions on the confidentiality of
28 the information at issue. The Joint Stipulation shall be filed and served with the

1 notice of motion. The preparation of any joint stipulation shall be in accordance with
2 Central District of California Civil Local Rule 37-2.2. Any hearings related to the
3 dispute shall be set in accordance with Central District of California Civil Local Rule
4 37-3. After the Joint Stipulation is filed, each party may file a supplemental
5 memorandum of law not later than fourteen (14) days prior to the hearing date.
6 Unless otherwise ordered by the Court, a supplemental memorandum shall not exceed
7 five (5) pages in length. No other separate memorandum of points and authorities
8 shall be filed by either party in connection with the motion. Throughout the dispute
9 resolution procedure in this paragraph, the designating party will have the burden of
10 demonstrating that the material at issue is properly designated as confidential under
11 applicable law. In the event of a dispute over the confidentiality of particular
12 material, the Parties will continue to treat the disputed discovery material as
13 confidential until the dispute is resolved.

14 **VI. NON-PARTY SUBPOENAS**

15 If any party receives a subpoena from any non-party to this Stipulated
16 Protective Order seeking production or disclosure of Confidential Material, that party
17 (the “subpoenaed party”) will give notice, as soon as practicable and in no event more
18 than three business days after receiving the subpoena and at least five business days
19 before providing materials responsive to the subpoena, to counsel for the designating
20 party, which notice will enclose a copy of the subpoena, such that the designating
21 party may assert its rights, if any, to non-disclosure. Nothing in this Order shall be
22 construed as authorizing a party to disobey a lawful subpoena issued in another
23 action.

24 **VII. NO RESTRICTIONS**

25 Nothing in this Stipulated Protective Order will: (a) restrict any party with
26 respect to their own documents or information; (b) restrict any party’s rights with
27 regard to discovery material that has not been designated as Confidential; (c)
28 prejudice any party’s rights to object to the production or disclosure of documents or

1 other information that it considers not subject to discovery; (d) restrict the scope of
2 discovery that can be sought by any party or deemed permissible by the Court; or (e)
3 prejudice any party's right to seek, either by agreement or by application to the Court,
4 greater or lesser protection than that provided herein, or modification of the terms of
5 this Stipulated Protective Order. Nothing in this Stipulated Protective Order will be
6 deemed to be a limit on or waiver of the attorney-client privilege, work product
7 privilege, or any other relevant privilege. Nothing in this Stipulated Protective Order
8 will be deemed an agreement by either party to produce certain types of documents
9 and/or information.

10 **VIII. RETURN OF CONFIDENTIAL MATERIALS**

11 Within 60 days after the conclusion of this action, including any appeals, any
12 party may request the return or destruction of all materials designated as Confidential
13 Material and the responding party shall have 30 days thereafter to comply with such
14 request, including ensuring that any person to whom they provided copies of any
15 Confidential Information complies with this obligation. Provided, however, that
16 counsel for either Party may, upon written notice, retain one copy of documents
17 produced exclusively for the purposes of complying with document retention policies
18 and not to be used for any other purposes. At the end of that document retention
19 period, counsel will provide written notice that this copy has been destroyed. This
20 provision will not apply to court filings or file copies of pleadings, briefs or
21 correspondence maintained by the Parties' respective counsel in the ordinary course
22 of business.

23 **IX. BINDING EFFECT**

24 This Stipulated Protective Order will remain in full force and effect at all times
25 during which any party to this Stipulated Protective Order or any person having
26 executed the attached Exhibit A retains in his, her, or its possession, custody or
27 control of any Confidential Material.

28 **X. ADDITIONAL PARTIES TO LAWSUIT**

1 If other parties are added to this action, no Confidential Material previously
2 exchanged, produced, or used herein will be disclosed to such other parties or their
3 counsel except upon their agreeing to be bound by the provisions of this Stipulated
4 Protective Order. This provision does not prejudice any party's rights to otherwise
5 object to the production or disclosure of Confidential or non-confidential documents
6 or other information to a party added to this action.

7 **XI. ADDITIONAL RIGHTS**

8 This Stipulated Protective Order is without prejudice to the right of any party to
9 move the Court for an order for good cause shown for protection of Confidential
10 Material sought by or produced through discovery, which protection is different from
11 or in addition to that provided for in this Stipulated Protective Order, and such right is
12 expressly reserved.

13
14 **ACCEPTED AND AGREED.**

15 IT IS SO STIPULATED.

16
17 Dated: December 30, 2013

18 By: /s/ Jerry Underwood
19 Jerry D. Underwood
20 Attorney for Plaintiff


21
22 Dated: December 30, 2013

23 WARGO & FRENCH LLP

24 By: /s/ Jeff Williams
25 Mark L. Block
26 Jeffrey N. Williams
27 Attorney for Defendant

28 IT IS SO ORDERED.

Dated: January 6, 2014



HON. PATRICK J. WALSH
MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGEMENT CONCERNING INFORMATION COVERED BY
A PROTECTIVE ORDER ENTERED IN THE UNITED STATES DISTRICT
COURT – CENTRAL DISTRICT OF CALIFORNIA

The undersigned hereby acknowledges that he/she has read the Stipulation and Order Re: Confidential Discovery Material (“Stipulation” or “Stipulated Protective Order”) governing *Nancy Harris v. TWC Administration LLC, et al.*, Case No. SACV13-1154 CJC (PJWx) and understands its terms, agrees to be bound by each of those terms, and agrees to subject himself/herself personally to the jurisdiction of the United States District Court, Central District of California, for the purpose of enforcing its terms. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any Confidential Material made available to it/him/her other than in accordance with the terms and conditions of this Stipulated Protective Order.

Dated: _____, 20__

By: _____

Signature

Printed Name

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