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22 UNITED STATES DISTRICT COURT  
 23 CENTRAL DISTRICT OF CALIFORNIA

24 VICK SAINI, individually and on  
 25 behalf of all others similarly situated  
 26 and on behalf of the general public,

27 Plaintiffs,

28 v.

MOTION RECRUITMENT  
 PARTNERS, LLC, a Delaware  
 Limited Liability Corporation, and  
 DOES 1 through 10, inclusive,

Defendants.

Case No. SACV16-01534 JVS(KES)

**~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER**

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13 Attorneys for Plaintiff VICK SAINI  
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1           1.     A. 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 prosecuting this litigation may  
5           be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6           enter the following Stipulated Protective Order. The parties acknowledge that this  
7           Order does not confer blanket protections on all disclosures or responses to  
8           discovery and that the protection it affords from public disclosure and use extends  
9           only to the limited information or items that are entitled to confidential treatment  
10          under the applicable legal principles. The parties further acknowledge, as set forth  
11          in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12          file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13          procedure that must be followed and the standards that will be applied when a party  
14          seeks permission from the court to file material under seal.

15                           B. GOOD CAUSE STATEMENT

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

1 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the parties are entitled to keep confidential, to ensure that the  
4 parties are permitted reasonable necessary uses of such material in preparation for  
5 and in the conduct of trial, to address their handling at the end of the litigation, and  
6 serve the ends of justice, a protective order for such information is justified in this  
7 matter. It is the intent of the parties that information will not be designated as  
8 confidential for tactical reasons and that nothing be so designated without a good  
9 faith belief that it has been maintained in a confidential, non-public manner, and  
10 there is good cause why it should not be part of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the  
14 designation of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that qualify for  
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless  
25 of the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced  
27 or generated in disclosures or responses to discovery in this matter.  
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1           2.7    Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.8    House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.9    Non-Party: any natural person, partnership, corporation, association or  
8 other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action and  
11 have appeared in this Action on behalf of that party or are affiliated with a law firm  
12 that has appeared on behalf of that party, and includes support staff.

13          2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18          2.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22          2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26           3.     SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
11 with or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to  
27 impose unnecessary expenses and burdens on other parties) may expose the  
28 Designating Party to sanctions.

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

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s)  
16 (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine  
23 which documents, or portions thereof, qualify for protection under this Order.  
24 Then, before producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
26 portion of the material on a page qualifies for protection, the Producing Party also  
27 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
28 in the margins).

1 (b) for testimony given in depositions, the entire transcript will be  
2 conditionally designated as “CONFIDENTIAL” on the record and any Party will  
3 then have thirty (30) days following receipt of the certified transcript to designate  
4 any portion of the transcript as “CONFIDENTIAL” by sending written notice of  
5 such designation to all other Parties and the court reporter.

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

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall



1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party’s designation until the Court rules on the  
3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a  
10 Receiving Party must comply with the provisions of section 13 below (FINAL  
11 DISPOSITION).

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

15 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 “CONFIDENTIAL” only to:

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

22 (b) the officers, directors, and employees (including House Counsel) of the  
23 Receiving Party to whom disclosure is reasonably necessary for this Action and  
24 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

28 (d) the court and its personnel;

- 1 (e) court reporters and their staff;
- 2 (f) professional jury or trial consultants, mock jurors, and Professional
- 3 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (g) the author or recipient of a document containing the information or a
- 6 custodian or other person who otherwise possessed or knew the information;
- 7 (h) during their depositions, witnesses in the Action to whom disclosure is
- 8 reasonably necessary and who have signed the “Acknowledgment and Agreement
- 9 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
- 10 ordered by the court. Pages of transcribed deposition testimony or exhibits to
- 11 depositions that reveal Protected Material may be separately bound by the court
- 12 reporter and may not be disclosed to anyone except as permitted under this
- 13 Stipulated Protective Order; and
- 14 (i) any mediator or settlement officer, and their supporting personnel,
- 15 mutually agreed upon by any of the parties engaged in settlement discussions, and
- 16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

18 PRODUCED IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation

20 that compels disclosure of any information or items designated in this Action as

21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall

23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to

25 issue in the other litigation that some or all of the material covered by the subpoena

26 or order is subject to this Protective Order. Such notification shall include a copy

27 of this Stipulated Protective Order; and

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1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as “CONFIDENTIAL” before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party’s  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this Action  
10 to disobey a lawful directive from another court.

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

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

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

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

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
26 Order in this Action, the relevant discovery request(s), and a reasonably specific  
27 description of the information requested; and  
28

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

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. 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 for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order, no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
15 may only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must  
22 return all Protected Material to the Producing Party or destroy such material. As  
23 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if  
27 not the same person or entity, to the Designating Party) by the 60 day deadline that  
28 (1) identifies (by category, where appropriate) all the Protected Material that was

1 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
2 copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
6 and trial exhibits, expert reports, attorney work product, and consultant and expert  
7 work product, even if such materials contain Protected Material. Any such archival  
8 copies that contain or constitute Protected Material remain subject to this Protective  
9 Order as set forth in Section 4 (DURATION).

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14. VIOLATION

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December \_\_\_\_, 2016 THE PHELPS LAW GROUP

By: \_\_\_\_\_  
MARC H. PHELPS  
Co-Counsel for Plaintiff  
VICK SAINI

Dated: December \_\_\_\_, 2016 CURLEY, HURTGEN & JOHNSRUD LLP

By: \_\_\_\_\_  
BRIAN L. JOHNSRUD  
Attorneys for Defendant  
MOTION RECRUITMENT PARTNERS, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 21, 2016

  
\_\_\_\_\_  
Karen E. Scott  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address],

5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_, 2016 in the case of *Vick*  
8 *Saini, individually and on behalf of all others similarly situated and on behalf of the*  
9 *general public, v. Motion Recruitment Partners, LLC, a Delaware Limited Liability*  
10 *Corporation, and DOES 1 through 10, inclusive, Case No. 8:16-cv-01534-JVS-*  
11 *KES. I agree to comply with and to be bound by all the terms of this Stipulated*  
12 *Protective Order and I understand and acknowledge that failure to so comply could*  
13 *expose me to sanctions and punishment in the nature of contempt. I solemnly*  
14 *promise that I will not disclose in any manner any information or item that is*  
15 *subject to this Stipulated Protective Order to any person or entity except in strict*  
16 *compliance with the provisions of this Order.*

17 I further agree to submit to the jurisdiction of the United States District Court  
18 for the Central District of California for enforcing the terms of this Stipulated  
19 Protective Order, even if such enforcement proceedings occur after termination of  
20 this action. I hereby appoint \_\_\_\_\_ [print or type full  
21 name] of \_\_\_\_\_ [print  
22 or type full address and telephone number] as my California agent for service of  
23 process in connection with this action or any proceedings related to enforcement of  
24 this Stipulated Protective Order.

25 Date: \_\_\_\_\_

26 City and State where sworn and signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_