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**IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA**

20 AMERICAN PAYROLL
 21 OUTSOURCING, INC. dba APO
 22 STAFFING, INC.,
 23 Plaintiff,
 24 vs.
 25 SOUTH EAST PERSONNEL
 26 LEASING INC., PACKARD
 27 CLAIMS ADMINISTRATION, and
 28 DOES 1 through 50,
 Defendants.

Case No.: 8:17 CV00329 JVS JC
Assigned to Honorable James V. Selna
STIPULATED PROTECTIVE ORDER
 [CHANGES MADE TO PARAGRAPHS 1,
 3, 5.2(b), 6.1, 6.3, 7.3(f), 8, 9(c), & 12.3]

1 1. PURPOSES AND LIMITATIONS

2 There is good cause for entry of this Stipulated Protective Order because
3 discovery in this action is likely to involve the production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. For example, the parties anticipate that they will produce
7 information that refers to workers compensation claimants by names, addresses,
8 their work-related injuries and may contain their social security numbers or parts
9 thereof. The claimants may have privacy interests in such information. The
10 parties may also exchange confidential information related to the defense and
11 settlement of various workers compensation claims that remain open, the public
12 disclosure of which may prejudice the parties with respect to that pending
13 litigation. In addition, the production of Defendants South East Personnel
14 Leasing, Inc. and Packard Claims Administration, Inc. (collectively,
15 “Defendants”) may contain proprietary underwriting information that Defendants
16 would not share with their competitors, such as Defendants’ pricing analysis, the
17 terms and conditions on which Defendants would accept the risk and Defendants’
18 implementation of the insurance program.

19 Accordingly, the parties hereby stipulate to and petition the Court to enter
20 the following Stipulated Protective Order. The parties acknowledge that this
21 Order does not confer blanket protections on all disclosures or responses to
22 discovery and that the protection it affords from public disclosure and use extends
23 only to the limited information or items that are entitled to confidential treatment
24 under applicable legal principles. The parties further acknowledge, as set forth in
25 Paragraph 12.3 below, that this Stipulated Protective Order does not entitle them
26 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
27 procedures that must be followed and the standards that will be applied when a
28 party seeks permission from the Court to file material under seal.

1 2. DEFINITIONS

2 2.1. Challenging Party: a Party or Non-Party that challenges the
3 designation of information or items under this Order.

4 2.2. “Claim File(s)”: refers to the term of art used in the insurance
5 industry to describe the documents, information and/or tangible things (regardless
6 of how they are generated, stored or maintained) that make up the “file” kept by
7 Defendants and/or Plaintiff American Payroll Outsourcing, Inc. (“Plaintiff”) for
8 any workers compensation claims. Claim File does not refer to any documents,
9 information or tangible things (regardless of how they are generated, stored or
10 maintained) that may generally refer to a claim or claimant but are not part of the
11 actual file kept by Defendants and/or Plaintiff for any particular workers
12 compensation claim.

13 2.3 “CONFIDENTIAL” Information or Items: information and/or
14 tangible things (regardless of how they are generated, stored or maintained) that
15 qualify for protection under Federal Rule of Civil Procedure 26(c).

16 2.4. Counsel (without qualifier): Outside Counsel of Record and In-
17 House Counsel (as well as their support staff).

18 2.5. Designating Party: a Party or Non-Party that designates information
19 or items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 2.6. Disclosure or Discovery Material: all items or information,
22 regardless of the medium or manner in which it is generated, stored, or
23 maintained (including, among other things, testimony, transcripts and tangible
24 things), that are produced or generated in disclosures or responses to discovery in
25 this matter.

26 2.7. Expert: a person with specialized knowledge or experience in a
27 matter pertinent to the litigation who has been retained by a Party or its counsel to
28 serve as an expert witness or as a consultant in this action.

1 2.8. “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
2 Items: Claim Files, as well as information and/or tangible things (regardless of
3 how they are generated, stored or maintained) that would otherwise be exempted
4 from disclosure under California Labor Code Section 3762.

5 2.9. In-House Counsel: attorneys who are employees of a Party to this
6 action. In-House Counsel does not include Outside Counsel of Record or any
7 other outside counsel.

8 2.10. Non-Party: any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.

10 2.11. Outside Counsel of Record: attorneys who are not employees of a
11 Party to this action but are retained to represent or advise a Party to this action and
12 have appeared in this action on behalf of that Party or are affiliated with a law
13 firm which has appeared on behalf of that Party.

14 2.12. Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts and Outside Counsel of Record (and
16 their support staffs).

17 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this action.

19 2.14. Professional Vendors: persons or entities that provide litigation
20 support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits
21 or demonstratives and organizing, storing or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 2.15. Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 2.16. Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries or
5 compilations of Protected Material; and (3) any deposition testimony,
6 conversations or presentations by Parties or their Counsel that might reveal
7 Protected Material, other than during a court hearing or at trial. However, the
8 protections conferred by this Stipulation and Order do not cover the following
9 information: (a) any information that is in the public domain at the time of
10 disclosure to a Receiving Party or becomes part of the public domain after its
11 disclosure to a Receiving Party as a result of publication not involving a violation
12 of this Order, including becoming part of the public record through trial or
13 otherwise; and (b) any information known to the Receiving Party prior to the
14 disclosure or obtained by the Receiving Party after the disclosure from a source
15 who obtained the information lawfully and under no obligation of confidentiality
16 to the Designating Party. Any use of Protected Material during a court hearing or
17 at trial shall be governed by the orders of the presiding judge. This Stipulation
18 and Order do not govern the use of Protected Material during a court hearing or at
19 trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. “Final Disposition” shall
24 be deemed to be the later of (1) dismissal of all claims and defenses in this action,
25 with or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials or reviews of this action,
27 including the time limits for filing any motions or applications for extension of
28 time pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1. Exercise of Restraint and Care in Designating Material for
3 Protection. Each Party or Non-Party that designates information or items for
4 protection under this Order must take care to limit any such designation to
5 specific material that qualifies under the appropriate standards. The Designating
6 Party must designate for protection only those parts of material, documents, items,
7 or oral or written communications that qualify – so that other portions of the
8 material, documents, items or communications for which protection is not
9 warranted are not swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate or routinized designations are prohibited. If it comes
11 to a Designating Party’s attention that information or items that it designated for
12 protection do not qualify for protection, that Designating Party must promptly
13 notify all other Parties that it is withdrawing the mistaken designation.

14 5.2. Manner and Timing of Designations. Except as otherwise provided
15 in this Order (*see, e.g.*, second paragraph of Paragraph 5.2(a) below), or as
16 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
17 for protection under this Order must be clearly so designated before the material
18 is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) For information in documentary form (*e.g.*, paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
23 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains
24 protected material.

25 A Party or Non-Party that makes original documents or materials available
26 for inspection need not designate them for protection until after the inspecting
27 Party has indicated which material it would like copied and produced. During the
28 inspection and before the designation, all of the material made available for

1 inspection shall be deemed “CONFIDENTIAL,” or “CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY” if it concerns any potential claims information or
3 corporate financial information. After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix
7 the “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 legend to each page that contains Protected Material.

9 (b) For testimony given in deposition, that the Designating Party
10 identify on the record, before the close of the deposition, all protected testimony.

11 (c) For information produced in some form other than
12 documentary and for any other tangible items, that the Producing Party affix in a
13 prominent place on the exterior of the container or containers in which the
14 information or item is stored the legend “CONFIDENTIAL” or
15 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or
16 portions of the information or item warrant protection, the Producing Party, to the
17 extent practicable, shall identify the protected portion(s).

18 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party’s right to secure protection under this Order for such
21 material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the
23 provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time consistent with the District Judge’s
27 Scheduling Order(s). Unless a prompt challenge to a Designating Party’s
28 confidentiality designation is necessary to avoid foreseeable, substantial

1 unfairness, unnecessary economic burdens or a significant disruption or delay of
2 the litigation, a Party does not waive its right to challenge a confidentiality
3 designation by electing not to mount a challenge promptly after the original
4 designation is disclosed.

5 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process by providing written notice of each designation it is
7 challenging and describing the basis for each challenge. To avoid ambiguity as to
8 whether a challenge has been made, the written notice must recite that the
9 challenge to confidentiality is being made in accordance with this specific
10 Paragraph of this Stipulated Protective Order. The Parties shall attempt to resolve
11 each challenge in good faith and must begin the process by conferring directly (in
12 voice to voice dialogue; other forms of communication are not sufficient) within
13 10 days of the date of service of notice. In conferring, the Challenging Party must
14 explain the basis for its belief that the confidentiality designation was not proper
15 and must give the Designating Party an opportunity to review the designated
16 material, to reconsider the circumstances, and, if no change in designation is
17 offered, to explain the basis for the chosen designation. A Challenging Party may
18 proceed to the next stage of the challenge process only if it has engaged in this
19 meet and confer process first or establishes that the Designating Party is unwilling
20 to participate in the meet and confer process in a timely manner.

21 6.3. Judicial Intervention. If the Parties cannot resolve a challenge
22 without court intervention, the Designating Party shall file and serve a motion to
23 retain confidentiality (in compliance with Civil Local Rules 37-1, 37-2, and 79-5)
24 within 21 days of the initial notice of challenge or within 14 days of the Parties
25 agreeing that the meet and confer process will not resolve their dispute, whichever
26 is earlier. Any motion brought pursuant to this provision is subject to Civil Local
27 Rules 37-1 and 37-2, including, but not limited to, the requirement that a joint
28 stipulation shall be filed and served with the notice of motion. Each such motion

1 must be accompanied by a competent declaration affirming that the movant has
2 complied with the meet and confer requirements imposed in the preceding
3 Paragraph. Failure by the Designating Party to make such a motion including the
4 required declaration within 21 days (or 14 days, if applicable) shall automatically
5 waive the confidentiality designation for each challenged designation. In
6 addition, the Challenging Party may file a motion challenging a confidentiality
7 designation at any time consistent with the District Judge's Scheduling Order(s) if
8 there is good cause for doing so, including a challenge to the designation of a
9 deposition transcript or any portions thereof. Any motion brought pursuant to this
10 provision must be accompanied by a competent declaration affirming that the
11 movant has complied with the meet and confer requirements imposed by the
12 preceding Paragraph.

13 The burden of persuasion in any such challenge proceeding shall be on the
14 Designating Party. Unless the Designating Party has waived the confidentiality
15 designation by failing to file a motion to retain confidentiality as described above,
16 all Parties shall continue to afford the material in question the level of protection
17 to which it is entitled under the Producing Party's designation until the Court
18 rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1. Basic Principles. A Receiving Party may use Protected Material that
21 is disclosed or produced by another Party or by a Non-Party in connection with
22 this case only for prosecuting, defending or attempting to settle this litigation.
23 Such Protected Material may be disclosed only to the categories of persons and
24 under the conditions described in this Order. When the litigation has been
25 terminated, a Receiving Party must comply with the provisions of Paragraph 13
26 below (FINAL DISPOSITION).

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

4 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) The Receiving Party’s Outside Counsel of Record in this
9 action, as well as employees of said Outside Counsel of Record to whom it is
10 reasonably necessary to disclose the information for this litigation;

11 (b) The officers, directors and employees (including In-House
12 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
13 this litigation;

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

17 (d) The Court and its personnel;

18 (e) Court reporters, Professional Vendors and their staffs;

19 (f) Professional jury or trial consultants or mock jurors to whom
20 disclosure is reasonably necessary for this litigation and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) During their depositions, witnesses in the action to whom
23 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
24 exhibits to depositions that reveal Protected Material may not be disclosed to
25 anyone except as permitted under this Stipulated Protective Order. The Parties
26 will endeavor to have the witness sign and execute the “Acknowledgment and
27 Agreement to Be Bound” (Exhibit A), but their refusal to execute will not prevent
28 them from being questioned regarding the Protected Material; and

1 (h) The author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed or knew the
3 information.

4 7.3. Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items. Unless otherwise ordered by the Court or permitted in
6 writing by the Designating Party, a Receiving Party may disclose any information
7 or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

8 (a) The Receiving Party’s Outside Counsel of Record in this
9 action, as well as employees of said Outside Counsel of Record to whom it is
10 reasonably necessary to disclose the information for this litigation;

11 (b) Experts (as defined in this Order) of the Receiving Party to
12 whom disclosure is reasonably necessary for this litigation and who have signed
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) The Court and its personnel;

15 (d) Court reporters, Professional Vendors and their staffs; and

16 (e) Professional jury or trial consultants or mock jurors to whom
17 disclosure is reasonably necessary for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (f) During their depositions, witnesses in the action to whom
20 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
21 exhibits to depositions that reveal Protected Material may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order. The Parties
23 will endeavor to have the witness sign and execute the “Acknowledgment and
24 Agreement to Be Bound” (Exhibit A), but the witness’s refusal to execute will not
25 prevent the witness from being questioned regarding the Protected Material.

26 However, it is understood that “CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” information will not be disclosed to people who are identified in category

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1 7.2(b) above [the officers, directors and employees (including In-House Counsel)
2 of the Receiving Party]; and

3 (g) The author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed or knew the
5 information.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated in this
10 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY,” that Party must:

12 (a) Promptly notify in writing the Designating Party. Such
13 notification shall include a copy of the subpoena or court order;

14 (b) Promptly notify in writing the party who caused the subpoena
15 or order to issue in the other litigation that some or all of the material covered by
16 the subpoena or order is subject to this Stipulated Protective Order. Such
17 notification shall include a copy of this Stipulated Protective Order; and

18 (c) Cooperate with respect to all reasonable procedures sought to
19 be pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served
21 with the subpoena or court order shall not produce any information designated in
22 this action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” before a determination by the Court from which the subpoena or order
24 issued, unless the Party has obtained the Designating Party’s permission or unless
25 otherwise required by the law or court order. The Designating Party shall bear the
26 burden and expense of seeking protection in that court of its “CONFIDENTIAL”
27 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material – and nothing in

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1 these provisions should be construed as authorizing or encouraging a Receiving
2 Party in this action to disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced
6 by a Non-Party in this action and designated as "CONFIDENTIAL" or
7 "CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery
12 request, to produce a Non-Party's "CONFIDENTIAL" or "CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY" information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"
16 information, then the Party shall:

17 (1) Promptly notify in writing the Requesting Party and the
18 Non-Party that some or all of the information requested is subject to a
19 confidentiality agreement with a Non-Party;

20 (2) Promptly provide the Non-Party with a copy of the
21 Stipulated Protective Order in this litigation, the relevant discovery request(s), and
22 a reasonably specific description of the information requested; and

23 (3) Make the information requested available for inspection
24 by the Non-Party.

25 (c) If a Non-Party represented by counsel fails to commence the
26 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of
27 receiving the notice and accompanying information or fails contemporaneously to
28 notify the Receiving Party that it has done so, the Receiving Party may produce

1 the Non-Party’s “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” information responsive to the discovery request. If an
3 unrepresented 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” or “CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” information responsive to the discovery request.
7 If the Non-Party timely seeks a protective order, the Receiving Party shall not
8 produce any information in its possession or control that is subject to the
9 confidentiality agreement with the Non-Party before a determination by the court
10 unless otherwise required by the law or court order. Absent a court order to the
11 contrary, the Non-Party shall bear the burden and expense of seeking protection in
12 this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Federal
28 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the Parties reach an agreement on the effect of
4 disclosure of a communication or information covered by the attorney-client
5 privilege or work product protection, the Parties may incorporate their agreement
6 in the stipulated protective order submitted to the Court.

7 12. MISCELLANEOUS

8 12.1. Right to Further Relief. Nothing in this Order abridges the right of
9 any person to seek its modification by the Court in the future.

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

16 12.3. Filing Protected Material. Without a court order secured after
17 appropriate notice to all interested persons, a Party may not file any Protected
18 Material in the public record in this action. A Party that seeks to file any
19 Protected Material under seal must comply with Civil Local Rule 79-5. Protected
20 Material may only be filed under seal pursuant to a court order authorizing the
21 sealing of the specific Protected Material at issue. If a Receiving Party's request
22 to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied
23 by the Court, then the Receiving Party may file the information in the public
24 record, unless otherwise instructed by the Court.

25 13. FINAL DISPOSITION

26 Within 60 days after the Final Disposition of this action, as defined in
27 Paragraph 4, each Receiving Party must return all Protected Material to the
28 Producing Party or destroy such material. As used in this subdivision, "all

1 DATED: November 15, 2017 GORDON & REES, LLP

2 By: /s/ Eric Deitz

3 Eric R. Deitz

4 Carrie A. Stringham

5 Attorneys for Defendant, South East
6 Personnel Leasing, Inc.

7 **CERTIFICATION**

8 Pursuant to L.R. 5-4.3.4(a)(2)(i), the filing attorney attests that he has
9 obtained concurrence regarding this document's content and authorization to file
10 this document from the indicated signatories to the document.

11 DATED: November 15, 2017

By: /s/ John Mendonza

12 JOHN MENDONZA

13
14 PURSUANT TO STIPULATION, IT IS SO ORDERED.

15
16 DATED: November 28, 2017

/s/

17 Honorable Jacqueline Chooljian
18 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of
California on November 28, 2017 in the case of *American Payroll Outsourcing,
Inc. v. South East Personnel Leasing, Inc., et al.*, Case No. 8:17 CV00329 JVS
JC. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____