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13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA

15 REGINALD CHARLES,  
 16 Plaintiff,  
 17 v.  
 18 INTERNATIONAL PAPER  
 19 COMPANY; and DOES 1 to 10,  
 20 Defendants.

Case No. 8:18-cv-00031 DOC (KESx)

[Discovery Document: Referred to  
 Magistrate Judge Karen E. Scott]

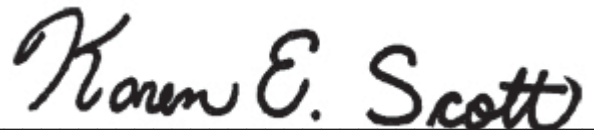
**[PROPOSED] ORDER RE: JOINT  
 STIPULATION RE: PROTECTIVE  
 ORDER**

Complaint Filed: Dec. 5, 2017  
 Date of Removal: Jan. 10, 2018  
 Trial Date: Feb. 12, 2019

21 **GOOD CAUSE APPEARING**, the Court hereby approves Stipulation and  
 22 Protective Order filed with the Court on October 16, 2018.

23 IT IS SO ORDERED.

24 DATED: October 18, 2018



Hon. Karen E. Scott  
 United States Magistrate Judge

[PROPOSED] ORDER RE: JOINT STIPULATION  
 TO PROTECTIVE ORDER

WSACTIVELLP:10083826.1

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**JOINT STIPULATION TO  
PROTECTIVE ORDER;  
~~PROPOSED~~ ORDER**

Complaint Filed: Dec. 5, 2017  
Date of Removal: Jan. 10, 2018  
Trial Date: Feb. 12, 2019

21 A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public  
24 disclosure and from use for any purpose other than prosecuting this litigation may  
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
26 enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to  
28 discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles. The parties further acknowledge, as set forth  
3 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
4 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
5 procedures that must be followed and the standards that will be applied when a  
6 party seeks permission from the court to file material under seal.

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, customer and pricing lists and  
9 other valuable employment, personally identifiable, commercial, financial,  
10 technical and/or proprietary information for which special protection from public  
11 disclosure and from use for any purpose other than prosecution of this action is  
12 warranted. Such confidential and proprietary materials and information consist of,  
13 among other things, information regarding current and former International Paper  
14 Company employees' social security information, dates of birth, personal banking  
15 information, medical information, and records stating the actual rates of pay at  
16 International Paper Company, confidential business or financial information,  
17 information regarding confidential business practices, or other confidential  
18 research, development, or commercial information (including information  
19 implicating privacy rights of third parties), information otherwise generally  
20 unavailable to the public, or which may be privileged or otherwise protected from  
21 disclosure under state or federal statutes, court rules, case decisions, or common  
22 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
23 resolution of disputes over confidentiality of discovery materials, to adequately  
24 protect information the parties are entitled to keep confidential, to ensure that the  
25 parties are permitted reasonable necessary uses of such material in preparation for  
26 and in the conduct of trial, to address their handling at the end of the litigation,  
27 and serve the ends of justice, a protective order for such information is justified in  
28 this matter. It is the intent of the parties that information will not be designated as

1 confidential for tactical reasons and that nothing be so designated without a good  
2 faith belief that it has been maintained in a confidential, non-public manner, and  
3 there is good cause why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: Reginald Charles v. International Paper Company U.S.  
6 District Court for the Central District of California case no.: 8:18-cv-00031 DOC  
7 (KESx)

8 2.2 Challenging Party: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information  
17 or items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained  
21 (including, among other things, testimony, transcripts, and tangible things), that  
22 are produced or generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a  
24 matter pertinent to the litigation who has been retained by a Party or its counsel to  
25 serve as an expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this  
27 Action. House Counsel does not include Outside Counsel of Record or any other  
28 outside counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action  
5 and have appeared in this Action on behalf of that party or are affiliated with a  
6 law firm which has appeared on behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and  
9 their support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
14 or demonstrations, and organizing, storing, or retrieving data in any form or  
15 medium) and their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20        3.    SCOPE

21           The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material.

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

1 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for  
12 Protection. Each Party or Non-Party that designates information or items for  
13 protection under this Order must take care to limit any such designation to specific  
14 material that qualifies under the appropriate standards. The Designating Party  
15 must designate for protection only those parts of material, documents, items, or  
16 oral or written communications that qualify so that other portions of the material,  
17 documents, items, or communications for which protection is not warranted are  
18 not swept unjustifiably within the ambit of this Order.

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

24 If it comes to a Designating Party's attention that information or items that  
25 it designated for protection do not qualify for protection that Designating Party  
26 must promptly notify all other Parties that it is withdrawing the inapplicable  
27 designation.  
28

1  
2 5.2 Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
5 protection under this Order must be clearly so designated before the material is  
6 disclosed or produced.

7 Designation in conformity with this Order requires:

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

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

27 (b) for testimony given in depositions that the Designating Party identify  
28 the Disclosure or Discovery Material on the record, before the close of the

1 deposition all protected testimony.

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

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party's right to secure protection under this Order for such  
11 material. Upon timely correction of a designation, the Receiving Party must make  
12 reasonable efforts to assure that the material is treated in accordance with the  
13 provisions of this Order.

14 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 6.1 Timing of Challenges. Any Party or Non-Party may  
16 challenge a designation of confidentiality at any time that is consistent  
17 with the Court's Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the  
19 dispute resolution process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be  
21 on the Designating Party. Frivolous challenges, and those made for an improper  
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
23 parties) may expose the Challenging Party to sanctions. Unless the Designating  
24 Party has waived or withdrawn the confidentiality designation, all parties shall  
25 continue to afford the material in question the level of protection to which it is  
26 entitled under the Producing Party's designation until the Court rules on the  
27 challenge.  
28



1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that  
3 is disclosed or produced by another Party or by a Non-Party in connection with  
4 this Action only for prosecuting, defending, or attempting to settle this Action.  
5 Such Protected Material may be disclosed only to the categories of persons and  
6 under the conditions described in this Order. When the Action has been  
7 terminated, a Receiving Party must comply with the provisions of section 13  
8 below (FINAL DISPOSITION).

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

12            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party,  
14 a Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

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

19            (b)     the officers, directors, and employees (including House Counsel) of  
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

24            (c)     the court and its personnel;

25            (d)     court reporters and their staff;

26            (e)     professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (f) the author or recipient of a document containing the information or a  
2 custodian or other person who otherwise possessed or knew the information;

3 (g) during their depositions, witnesses ,and attorneys for witnesses, in the  
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
5 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
6 they will not be permitted to keep any confidential information unless they sign  
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
8 otherwise agreed by the Designating Party or ordered by the court. Pages of  
9 transcribed deposition testimony or exhibits to depositions that reveal Protected  
10 Material may be separately bound by the court reporter and may not be disclosed  
11 to anyone except as permitted under this Stipulated Protective Order; and

12 (h) any mediator or settlement officer, and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or  
22 order to issue in the other litigation that some or all of the material covered by the  
23 subpoena or order is subject to this Protective Order. Such notification shall  
24 include a copy of this Stipulated Protective Order; and

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

27 If the Designating Party timely seeks a protective order, the Party served  
28 with the subpoena or court order shall not produce any information designated in

1 this action as “CONFIDENTIAL” before a determination by the court from which  
2 the subpoena or order issued, unless the Party has obtained the Designating  
3 Party’s permission. The Designating Party shall bear the burden and expense of  
4 seeking protection in that court of its confidential material and nothing in these  
5 provisions should be construed as authorizing or encouraging a Receiving Party in  
6 this Action to disobey a lawful directive from another court.

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

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

15 In the event that a Party is required, by a valid discovery request, to produce  
16 a Non-Party’s confidential information in its possession, and the Party is subject to  
17 an agreement with the Non-Party not to produce the Non-Party’s confidential  
18 information, then the Party shall:

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

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

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

27 (c) If the Non-Party fails to seek a protective order from this court within  
28 14 days of receiving the notice and accompanying information, the Receiving

1  
2 Party may produce the Non-Party's confidential information responsive to the  
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
4 Party shall not produce any information in its possession or control that is subject  
5 to the confidentiality agreement with the Non-Party before a determination by the  
6 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
7 and expense of seeking protection in this court of its Protected Material.

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain  
21 inadvertently produced material is subject to a claim of privilege or other  
22 protection, the obligations of the Receiving Parties are those set forth in Federal  
23 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
24 whatever procedure may be established in an e-discovery order that provides for  
25 production without prior privilege review. Pursuant to Federal Rule of Evidence  
26 502(d) and (e), insofar as the parties reach an agreement on the effect of  
27 disclosure of a communication or information covered by the attorney-client  
28 privilege or work product protection, the parties may incorporate their agreement

1 in the stipulated protective order submitted to the court.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
4 any person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in  
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
9 any ground to use in evidence of any of the material covered by this Protective  
10 Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
13 may only be filed under seal pursuant to a court order authorizing the sealing of  
14 the specific Protected Material at issue. If a Party's request to file Protected  
15 Material under seal is denied by the court, then the Receiving Party may file the  
16 information in the public record unless otherwise instructed by the court.

17 12.4 Effective Date. Because the purpose of this Stipulation is to protect  
18 and preserve Confidential Information and privileged Documents, the parties  
19 agree they are bound as follows from and after the date their counsel have signed  
20 it, even if such execution occurs prior to Court approval. Once executed by all  
21 parties, the Stipulation shall be by treated by the Parties as an Order of Court until  
22 it is formally approved by the Court.

23  
24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4, within  
26 60 days of a written request by the Designating Party, each Receiving Party must  
27 return all Protected Material to the Producing Party or destroy such material. As  
28



1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED: 10/16/2018

4



5

6 Geoffrey C. Lyon, Esq.  
Michelle Ferguson, Esq.  
Attorneys for Plaintiff  
REGINALD CHARLES

7

8 DATED: 10/16/2018

9

*/s/ Stefan H. Black*

10

11 Stefan H. Black  
Shanda Y. Lowe  
Attorneys for Non-Party  
SEDGWICK CLAIMS MANAGEMENT SERVICES

12

13 DATED: 10/16/2018

14

*/s/ Stefan H. Black*

15

16 Stefan H. Black  
Shanda Y. Lowe  
Attorneys for Defendant  
INTERNATIONAL PAPER COMPANY

17

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19

20 DATED: \_\_\_\_\_

21

22 HONORABLE KAREN E. SCOTT  
UNITED STATES MAGISTRATE JUDGE

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