

1 **MCGUIREWOODS LLP**
Sabrina A. Beldner, Esq. (SBN 221918)
2 E-Mail: sbeldner@mguirewoods.com
Lindsay L. Ryan, Esq. (SBN 258130)
3 E-Mail: lryan@mguirewoods.com
Truc Nguyen, Esq. (SBN 257262)
4 E-Mail: tnguyen@mguirewoods.com
1800 Century Park East, 8th Floor
5 Los Angeles, CA 90067-1501
Telephone: 310.315.8200; Facsimile: 310.315.8210

6 Attorneys for Defendant
7 **BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES**
(erroneously named as “Coca-Cola Enterprises Bottling Companies, dba. Coca Cola Bottling
8 Company of Los Angeles”)

9
10 **LAW OFFICES OF JENNIFER R. SNYDER**
Jennifer R. Snyder (SBN 282585)
11 E-mail: jennifer@jrslawoffices.com
39675 Cedar Boulevard, Suite 250
12 Newark, CA 94560
Telephone: 510.573.1043; Facsimile: 510.573.3156

13 Attorneys for Plaintiff, Maurice J. Curtis
14

15 **UNITED STATES DISTRICT COURT**
16 **EASTERN DISTRICT OF CALIFORNIA**

17
18 Maurice J. Curtis,

19 Plaintiff,

20 vs.

21 Coca-Cola Enterprises Bottling Companies, dba.
Coca Cola Bottling Company of Los Angeles;
22 and DOES One through Twenty, inclusive

23 Defendants.
24
25
26
27
28

CASE NO. 1:13-cv-01939-AWI-BAM

STIPULATED PROTECTIVE ORDER

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public disclosure and
8 use extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
10 below, that this Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the standards
12 that will be applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
20 Items: means extremely sensitive “Confidential” Information or Items whose disclosure to another
21 Party or non-party would create a substantial risk of injury to the Producing Party that could not be
22 avoided by less restrictive means, including, but not limited to, commercial, pricing, costing,
23 customer or marketing information relating to the Producing Party or the Producing Party’s
24 commercial products or planned commercial products, technical and research information that is
25 extremely sensitive, or the private information of non-parties.

26 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
27 well as their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among other things,
5 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
6 responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
8 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
9 consultant in this action.

10 2.8 House Counsel: attorneys who are employees of a party to this action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
13 entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
15 action but are retained to represent or advise a party to this action and have appeared in this action
16 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

17 2.11 Party: any party to this action, including all of its officers, directors, employees,
18 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this action.

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

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
9 result of publication not involving a violation of this Order, including becoming part of the public
10 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
11 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
12 the information lawfully and under no obligation of confidentiality to the Designating Party. There
13 shall be no present restrictions on any use of Protected Material at trial and either party reserves
14 the right to seek reasonable mechanisms to preserve the confidentiality of protected materials at
15 trial.

16 4. DURATION

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

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
26 Non-Party that designates information or items for protection under this Order must take care to
27 limit any such designation to specific material that qualifies under the appropriate standards. The
28 Designating Party must designate for protection only those parts of material, documents, items, or

1 oral or written communications that qualify – so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept unjustifiably within
3 the ambit of this Order.

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

8 If it comes to a Designating Party’s attention that information or items that it designated for
9 protection do not qualify for protection, that Designating Party must promptly notify all other
10 Parties that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
12 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
13 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
14 designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents, but
17 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
18 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” to each page that contains protected material. If only a portion or portions of the material
20 on a page qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents or materials available for
23 inspection need not designate them for protection until after the inspecting Party has indicated
24 which material it would like copied and produced. During the inspection and before the
25 designation, all of the material made available for inspection shall be deemed “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine which documents,
28 or portions thereof, qualify for protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains
3 Protected Material.

4 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
5 the Designating Party identify on the record, before the close of the deposition, hearing, or other
6 proceeding, all protected testimony and specify the level of protection being asserted
7 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

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

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

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
23 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
25 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
26 challenge a confidentiality designation by electing not to mount a challenge promptly after the
27 original designation is disclosed. Notwithstanding the foregoing, Plaintiff agrees that Defendant
28 may designate any personnel-related documents it produces pertaining to non-party Valerie

1 Bustamante as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and for those
2 specific documents only, Plaintiff acknowledges and agrees that the challenge provisions of this
3 Stipulated Protective Order shall not apply.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process by providing written notice of each designation it is challenging and describing the basis
6 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
7 must recite that the challenge to confidentiality is being made in accordance with this specific
8 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith
9 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
10 communication are not sufficient) within 14 days of the date of service of notice. In conferring, the
11 Challenging Party must explain the basis for its belief that the confidentiality designation was not
12 proper and must give the Designating Party an opportunity to review the designated material, to
13 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for
14 the chosen designation. A Challenging Party may proceed to the next stage of the challenge
15 process only if it has engaged in this meet and confer process first or establishes that the
16 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
18 intervention, the Designating Party shall file and serve a motion to retain confidentiality (and in
19 compliance with Civil Local Rule 141, if applicable) within 21 days of the initial notice of
20 challenge or within 14 days of the parties agreeing that the meet and confer process will not
21 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent
22 declaration affirming that the movant has complied with the meet and confer requirements
23 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion
24 including the required declaration within 21 days (or 14 days, if applicable) shall automatically
25 waive the confidentiality designation for each challenged designation. In addition, the Challenging
26 Party may file a motion challenging a confidentiality designation at any time if there is good cause
27 for doing so, including a challenge to the designation of a deposition transcript or any portions
28 thereof. Any motion brought pursuant to this provision must be accompanied by a competent

1 declaration affirming that the movant has complied with the meet and confer requirements
2 imposed by the preceding paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on the Designating
4 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
5 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
6 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file
7 a motion to retain confidentiality as described above, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing Party's
9 designation until the court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
20 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
24 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
25 Bound" that is attached hereto as Exhibit A;

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

28 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably

1 necessary for this litigation, and (2) who have signed the “Acknowledgement and Agreement to Be
2 Bound” attached hereto as Exhibit A;

3 (d) the court and its personnel, and court reporters and their staff;

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

7 (f) during their depositions, witnesses in the action to whom disclosure is
8 reasonably necessary. Pages of transcribed deposition testimony or exhibits to depositions that
9 reveal Protected Material must be separately bound by the court reporter and may not be disclosed
10 to anyone except as permitted under this Stipulated Protective Order; and

11 (g) the author or recipient of a document containing the information or a custodian
12 or other person who otherwise possessed or knew the information.

13 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
15 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
19 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
20 Bound” that is attached hereto as Exhibit A;

21 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
22 necessary for this litigation, and (2) who have signed the “Acknowledgement and Agreement to Be
23 Bound” attached hereto as Exhibit A;

24 (c) the court and its personnel, and court reporters and their staff;

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

28 (e) the author or recipient of a document containing the information or a custodian

1 or other person who otherwise possessed or knew the information.

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
3 LITIGATION

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

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

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

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

15 If the Designating Party timely seeks a protective order, the Party served with the subpoena
16 or court order shall not produce any information designated in this action as “as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
18 determination by the court from which the subpoena or order issued, unless the Party has obtained
19 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
20 seeking protection in that court of its confidential material – and nothing in these provisions should
21 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
22 directive from another court.

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

25 (a) The terms of this Order are applicable to information produced by a Non-Party
26 in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this
28 litigation is protected by the remedies and relief provided by this Order. Nothing in these

1 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to produce a
3 Non-Party's confidential information in its possession, and the Party is subject to an agreement
4 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

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

7 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
8 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
9 the information requested; and

10 (3) make the information requested available for inspection by the Non-
11 Party.

12 (c) If the Non-Party fails to object or seek a protective order from this court within
13 14 days of receiving the notice and accompanying information, the Receiving Party may produce
14 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
15 timely seeks a protective order, the Receiving Party shall not produce any information in its
16 possession or control that is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
18 burden and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 Pursuant to Federal Rule of Evidence 502, the inadvertent production or disclosure of any
4 document or thing otherwise protected by the attorney-client privilege or attorney work product
5 immunity shall not operate as a waiver of any such privilege or immunity if, after learning of the
6 inadvertent production or disclosure, the party who made the inadvertent production or disclosure
7 sends to any Receiving Party a written request for the return or destruction of such documents or
8 things. Upon receiving such a request, the Receiving Party shall immediately take all necessary
9 steps to return or destroy such documents or things, including all copies and electronic copies, and
10 make a written certification to the Producing Party of such compliance. If the Receiving Party
11 disclosed the inadvertently produced document or thing before being notified by the Producing
12 Party, it must take reasonable steps to retrieve the inadvertently produced document or thing.
13 Additionally:

14 (a) If the Receiving Party wishes to contest that any such inadvertently
15 produced document or thing is protected by the attorney-client privilege or by attorney work-
16 product immunity, the Receiving Party shall so notify the Producing Party in writing when the
17 document or thing is returned to the Producing Party. Within 10 court days after receiving such
18 notification, the Producing Party shall provide to the Requesting Party a list identifying all such
19 returned documents and things and stating the basis for the claim of privilege or immunity. Within
20 five (5) court days after receiving such a list, and after the parties have attempted to resolve the
21 dispute through a meaningful meet-and-confer, the Receiving Party may file a motion to compel
22 production of such documents and things the protection of which is still disputed. If such a motion
23 is filed, the Producing Party shall have the burden of proving that the documents and things in
24 dispute are protected by the attorney-client privilege or by attorney work-product immunity. If the
25 motion to compel results in a ruling that the documents and things at issue are protected, and not
26 subject to production, the Receiving Party shall immediately take all necessary steps to return or
27 destroy all such documents and things.

28 (b) With respect to documents and things subsequently generated by a

1 Receiving Party, which documents and things contain information derived from such inadvertently
2 produced documents and things, if the Receiving Party does not notify the Producing Party that the
3 Requesting Party disputes the claims of attorney-client privilege or attorney work-product
4 immunity, the Receiving Party shall immediately destroy or redact the derivative documents and
5 things in a manner such that the derivative information cannot in any way be retrieved or
6 reproduced.

7 (c) In no event, however, shall the return or destruction of demanded documents
8 be delayed or refused because of a Receiving Party's objection to the demand or by the filing of a
9 motion to compel. Furthermore, until and unless such motion to compel is granted, the Receiving
10 Party shall neither quote nor substantively reveal any privileged information contained within the
11 documents or things at issue (except through a motion to compel filed under seal pursuant to
12 Paragraph 11(a), above), either prior to or following their return, except to the extent such
13 information is reflected in an appropriate privilege log.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
16 seek its modification by the court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
18 Order no Party waives any right it otherwise would have to object to disclosing or producing any
19 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
20 Party waives any right to object on any ground to use in evidence of any of the material covered by
21 this Protective Order.

22 12.3 Filing Protected Material. Without written permission from the Designating Party or
23 a court order secured after appropriate notice to all interested persons, a Party may not file in the
24 public record in this action any Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
26 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
27 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing
28 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled

1 to protection under the law.

2 13. FINAL DISPOSITION

3 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
4 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
5 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
7 the Protected Material is returned or destroyed, the Receiving Party must submit a written
8 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
9 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
10 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
11 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of
12 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
13 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
15 and expert work product, even if such materials contain Protected Material. Any such archival
16 copies that contain or constitute Protected Material remain subject to this Protective Order as set
17 forth in Section 4 (DURATION).

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 DATED: September 17, 2014

LAW OFFICES OF JENNIFER R. SNYDER

20
21 By: / s / Jennifer R. Snyder (w/ permission)
22 Jennifer R. Snyder
Attorneys for Plaintiff, Maurice J. Curtis

23 DATED: September 17, 2014

MCGUIREWOODS LLP

24
25 By: / s / Sabrina A. Beldner
26 Sabrina A. Beldner, Esq.
27 Attorneys for Defendant BCI COCA-COLA
28 BOTTLING COMPANY OF LOS ANGELES
(erroneously named as "Coca-Cola Enterprises Bottling
Companies, dba. Coca Cola Bottling Company of Los
Angeles")

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Eastern District of California on the case of *Maurice J. Curtis v. Coca-Cola Enterprises*
7 *Bottling Companies, dba. Coca Cola Bottling Company of Los Angeles*, Case No. 1:13-cv-01939-
8 AWI-BAM. I agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to sanctions
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
11 manner any information or item that is subject to this Stipulated Protective Order to any person or
12 entity except in strict compliance with the provisions of this Order.

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

16
17
18 Date: _____

19 City and State where sworn and signed: _____

20
21 Printed name: _____

22
23 Signature: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2014, I electronically transmitted the foregoing document to the Clerk’s Office using the CM/ECF System for filing and service via transmittal of a Notice of Electronic Filing.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 17, 2014, at Los Angeles, California.

/ s / Sabrina A. Beldner
Sabrina A. Beldner

ORDER

The above Stipulated Protective Order is APPROVED.

IT IS SO ORDERED.

Dated: September 18, 2014

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE