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**UNITES STATES DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA**

16 BRIAN GIBBS,
 17
 Plaintiff,

Case No. 1:14-cv-00239-LJO-BAM

STIPULATED PROTECTIVE ORDER

18 v.

19 KAPLAN COLLEGE aka KAPLAN HIGHER
 20 EDUCATION, LLC, a Delaware limited liability
 company, and Does 1 through 20, inclusive,

21 Defendants.
 22

1 **IT IS HEREBY STIPULATED** by and between the Parties¹ to the action entitled
2 “BRIAN GIBBS, Plaintiff, v. KAPLAN COLLEGE aka KAPLAN HIGHER EDUCATION,
3 LLC, a Delaware limited liability company, and Does 1 through 20, inclusive, Defendants,” case
4 number 1:14-cv-00239-LJO-BAM, by and through their respective counsel of record, that in
5 order to facilitate the exchange of information and documents which may be subject to
6 confidentiality limitations on disclosure due to federal laws, state laws, and/or privacy rights, the
7 Parties stipulate as follows:

8 1. PURPOSES AND LIMITATIONS

9 This litigation may require disclosure of what Defendant or Plaintiff consider private
10 and/or confidential information regarding Defendant’s current and/or former employees, such as
11 information about employees’ pay, contact information, and/or performance histories, and
12 Plaintiff’s medical, employment, educational and financial records. In addition, Kaplan
13 anticipates that Plaintiff may request, and Kaplan may need to produce, documents that contain
14 what Kaplan considers confidential, proprietary, and/or otherwise non-public business
15 information involving Kaplan’s business policies and practices that would likely cause significant
16 harm to Kaplan if made available or accessible publicly.

17 The Parties further seek protections afforded by a court order as opposed to a private
18 agreement, because the Parties anticipate the use of experts and consultants in preparation for
19 trial, and seek to bind such third parties to the same Protective Order. The Parties further wish to
20 be bound by a court order pursuant to Federal Rule of Evidence 502(d) concerning disclosure
21 protected by work product protection and/or attorney client privilege. Good cause therefore
22 exists for the issuance of this protective order that will allow the Parties to engage in discovery in
23 the above-captioned lawsuit while providing a means for limiting access to, and disclosure of,
24 private or confidential information.

25 The purpose of this Protective Order is to protect the confidentiality of such materials as
26 much as practical during the litigation. Any breach of this Protective Order may be addressed by

27 _____
28 ¹ As used herein, the term “Parties” refers collectively to Defendant Kaplan Higher Education,
LLC (“Defendant” or “Kaplan”) and Plaintiff Brian Gibbs (“Plaintiff” or “Gibbs”).

1 appropriate motion to the Court, seeking any remedy otherwise available by law or in equity.
2 Accordingly, the Parties hereby stipulate to and petition the court to enter the following Stipulated
3 Protective Order. The Parties acknowledge that this Order does not confer blanket protections on
4 all disclosures or responses to discovery and that the protection it affords from public disclosure
5 and use extends only to the limited information or items that are entitled to confidential treatment
6 under the applicable legal principles. The Parties further acknowledge, as set forth in Section
7 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
8 information under seal; Local Rule 141 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file material under
10 seal.

11 2. DEFINITIONS

12 2.1. Challenging Party: a Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
15 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
16 of Civil Procedure 26(c). This includes any material that a Designating Party, in good faith,
17 contends constitutes or contains information that is: (a) confidential or sensitive company
18 proprietary business information, the disclosure of which would create a substantial risk of
19 serious, irreparable financial or other injury, and such risk cannot be avoided by less restrictive
20 means; and (b) information about current, past or prospective employees that is of a confidential
21 or private nature, including wage information and job performance-documentation; (c)
22 information related to students that is of a confidential or private nature; and (d) other such
23 information that the Requesting Party and non-parties would not have access to but for this
24 litigation.

25 2.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
26 well as their support staff).

27 2.4. Designating Party: a Party or Non-Party that designates information or items that
28 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.5. Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
7 consultant in this action.

8 2.7. House Counsel: attorneys who are employees of a party to this action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.8. Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.9. Outside Counsel of Record: attorneys who are not employees of a party to this
13 action but are retained to represent or advise a party to this action and have appeared in this action
14 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.10. Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 2.11. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this action.

19 2.12. Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
21 organizing, storing, or retrieving data in any form or medium) and their employees and
22 subcontractors.

23 2.13. Protected Material: any Disclosure or Discovery Material that is designated as
24 “CONFIDENTIAL.”

25 2.14. Receiving Party: a Party that receives Disclosure or Discovery Material from a
26 Producing Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only Protected Material

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

12 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1. Exercise of Restraint and Care in Designating Material for Protection.

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

28 If it comes to a Designating Party's attention that information or items that it designated

1 for protection do not qualify for protection at all, or do not qualify for the level of protection
2 initially asserted, that Designating Party must promptly notify all other Parties that it is
3 withdrawing the mistaken designation.

4 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order,
5 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
6 protection under this Order must be clearly so designated before the material is disclosed or
7 produced. This, however, does not preclude a Designating Party from designating Protected
8 Material previously produced in this action prior to the Parties' entry of this Stipulated Protective
9 Order.

10 Designation in conformity with this Order requires:

11 **(a) For information in documentary form (apart from transcripts of depositions or**
12 **other pretrial or trial proceedings):**

13 The Producing Party affix the legend "CONFIDENTIAL" to each page that contains
14 protected material. If only a portion or portions of the material on a page qualifies for protection,
15 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
16 appropriate markings in the margins). Protected Material previously produced in this action prior
17 to the entry of this Stipulated Protective Order will be covered under this Protective Order as
18 follows: the Designating Party shall provide the Receiving Party with correspondence indicating
19 which documents previously produced that will be treated as "CONFIDENTIAL."

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

1 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

2 **(b) For testimony given in deposition or in other pretrial or trial proceedings:**

3 The Designating Party may designate information disclosed on the record at the
4 deposition, including testimony and exhibits, as “CONFIDENTIAL INFORMATION” and
5 request the preparation of a separate transcript of such material. Such separate transcript shall
6 include both deposition testimony and exhibits so designated. In addition, a Designating Party
7 may designate in writing, within twenty (20) days after receipt of any deposition transcript in the
8 action, the specific pages of the transcript and exhibits to be treated as “CONFIDENTIAL
9 INFORMATION.” The Designating Party shall then be responsible to notify the Court Reporter
10 and the Court Reporter shall provide a separate transcript which shall include both deposition
11 testimony and exhibits so designated.

12 Transcript pages containing Protected Material must be separately bound by the court
13 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” as instructed
14 by the Party offering or sponsoring the witness or presenting the testimony.

15 **(c) Information Contained in Responses to Written Discovery:**

16 A Designating Party may designate information disclosed in response to written discovery
17 requests (including subpoenas) as “CONFIDENTIAL INFORMATION” by so indicating in said
18 responses, on each page of any documents produced with such responses, and/or as otherwise
19 provided in Paragraph 5.2 above, identifying those responses being so designated. In addition, a
20 Designating Party may designate in writing, within twenty (20) days after receipt of another Party
21 or non-party’s responses to written discovery requests, the specific responses, documents, and/or
22 other information to be treated as “CONFIDENTIAL INFORMATION.”

23 **(d) For information produced in some form other than documentary and for any**
24 **other tangible items:**

25 The Producing Party affix in a prominent place on the exterior of the container or
26 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
27 portion or portions of the information or item warrant protection, the Producing Party, to the
28 extent practicable, shall identify the protected portion(s).

1 5.3. Inadvertent Failures to Designate.

2 If timely corrected, an inadvertent failure to designate qualified information or items does
3 not, standing alone, waive the Designating Party’s right to secure protection under this Order for
4 such material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 A Party may challenge the propriety of any designation of any Discovery Disclosure or
9 Discovery Material made pursuant to this Order. The challenge shall be made within forty-five
10 (45) days of the challenging party’s receipt of the material to be challenged. A challenge may be
11 made by serving by facsimile and/or e-mail on all other Parties (and third parties, if applicable) a
12 “Notice of Objection” that identifies with particularity the Protected Material as to which the
13 designation is challenged and states the basis for each challenge.

14 (a) After any challenge is asserted to a designation made according to the procedures set
15 forth in Paragraph 5.2 above and its various sub-paragraphs, the Protected Material shall continue
16 to have its designation until the challenge is fully resolved according to the procedures set forth in
17 this paragraph 5.4(b).

18 (b) Within twenty (20) calendar days after service of a Notice of Objection in full
19 compliance with paragraph 5.4 above, the Designating Party shall fax and/or e-mail a response to
20 the Notice of Objection setting forth the legal and factual grounds on which the Designating Party
21 bases its position that the materials have been properly designated. If no such response is
22 provided the objection will be deemed sustained and the document, information or material at
23 issue shall be re-designated in accordance with the objection.

24 If, after response by the Designating Party the Challenging Party remains unconvinced of
25 the propriety of the designation, the challenging party may file a motion objecting to the
26 designation and seeking the Court’s leave to redesignate the identified information within twenty
27 (20) calendar days after receipt of the response to the Notice of Objection. In the event of a
28 motion objecting to the designation of Protected Material, any Protected Material affected by

1 such motion shall be lodged with the Court under seal in conjunction with the motion. The
2 Designating Party shall bear the burden of establishing that it properly designated the Protected
3 Material within the meaning of this Protective Order or that the information is otherwise
4 deserving of an alternative designation.

5 If such a motion is timely filed, the original designation shall remain effective until the
6 later of: (i) twenty (20) court days after service of notice of entry of an order re-designating the
7 materials, or (ii) an appellate court's ruling on any timely filed writ petition. The Parties shall
8 meet and confer in good faith prior to the filing of any motion under this paragraph.

9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **7.1. Basic Principles.**

11 A Receiving Party may use Protected Material that is disclosed or produced by another
12 Party or by a Non-Party in connection with this case only for prosecuting, defending, or
13 attempting to settle this litigation. Such Protected Material may be disclosed only to the
14 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.

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

18 **7.2. Disclosure of "CONFIDENTIAL" Information or Items.**

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

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

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is

1 reasonably necessary for this litigation and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A);

3 (d) the court and its personnel;

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

7 (f) during their depositions, witnesses in the action to whom disclosure is
8 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
10 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
11 separately bound by the court reporter and may not be disclosed to anyone except as permitted
12 under this Stipulated Protective Order.

13 (g) the author or recipient of a document containing the information or a custodian
14 or other person who otherwise possessed or knew the information;

15 (h) any other person that the Designating Party agrees to in writing.

16 7.3. Duty of Maintain “Protected Material” Securely

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels
22 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
23 must:

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

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

1 Order; and

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

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

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

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

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

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

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

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

28 (c) If the Non-Party fails to object or seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving Party may produce
2 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
3 timely seeks a protective order, the Receiving Party shall not produce any information in its
4 possession or control that is subject to the confidentiality agreement with the Non-Party before a
5 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
6 burden and expense of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
9 Material to any person or in any circumstance not authorized under this Stipulated Protective
10 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
11 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
12 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
13 made of all the terms of this Order, and (d) request that such person or persons to return and/or
14 destroy **all** copies of all materials so disclosed and certify that such return and/or destruction has
15 taken place.

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
17 MATERIAL

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

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28 ///

1 12. MISCELLANEOUS

2 12.1. Right to Further Relief.

3 All Parties reserve the right to seek modification of this Order at any time for good cause,
4 including obtaining appropriate orders for deponents who refuse to sign the attached Certification
5 (i.e. Exhibit A). The Parties agree to meet and confer prior to seeking to modify this Order for
6 any reason. The restrictions imposed by this Order may only be modified or terminated by
7 written stipulation of all Parties or by order of Court. No Party shall be prejudiced in any way of
8 its right to petition the Court for a further protective order relating to any purportedly confidential
9 information. Nothing in this Order Shall prevent any Party from seeking additional Protective
10 Orders or other appropriate relief with respect to the scope of discovery and/or any discovery
11 requests, depositions, and/or portions thereof that such Party believes to be inappropriate,
12 harassing, or otherwise impermissible under applicable law.

13 12.2. Right to Assert Other Objections.

14 By stipulating to the entry of this Protective Order no Party waives any right it otherwise
15 would have to object to disclosing or producing any information or item on any ground not
16 addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on
17 any ground to use in evidence of any of the material covered by this Protective Order.

18 12.3. Filing Protected Material.

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

26 13. FINAL DISPOSITION

27 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
28 Receiving Party must return all Protected Material to the Producing Party or destroy such

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

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 Dated: November 26, 2014

DRINKER BIDDLE & REATH LLP

17 By: /s/ Philippe A. Lebel

18 Cheryl D. Orr
Philippe A. Lebel
19 Saba S. Shatara

20 Attorneys for Defendant Kaplan Higher
Education, LLC

21 Dated: November 26, 2014

BRYANT WITTEN LLP

24 By: /s/ Shelley G. Bryant

25 Shelley G. Bryant
Amanda B. Witten

26 Attorneys for Plaintiff Brian Gibbs

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ORDER

The Court approves this Stipulation and Protective Order (Doc.9), except that the Court may exercise its discretion and informally resolve any dispute related to the designation of confidential material should a party file a motion pursuant to the procedures outlined in paragraph 6 (b) of this agreement.

IT IS SO ORDERED.

Dated : **December 1, 2014**

/s/ Barbara A. McAuliffe
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], 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 _____, 2014, in the case of "BRIAN GIBBS,
7 Plaintiff, v. KAPLAN COLLEGE aka KAPLAN HIGHER EDUCATION, LLC, a Delaware
8 limited liability company, and Does 1 through 20, inclusive, Defendants," Case No. 1:14-cv-
9 00239-LJO-BAM. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Order.

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

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone
19 number] as my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____