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7 Attorneys for
DEFENDANT HOME RETENTION SERVICES, INC.

8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10
11 WADE REEVES, an individual,
12
Plaintiff,
13
vs.
14
HOME RETENTION SERVICES, INC., a
15 Texas Corporation,
16
Defendant.
17

Case No.: 1:16-CV-01355-DAD-SKO
**JOINT STIPULATION AND
PROTECTIVE ORDER**
(Doc. 19)
[Honorable Sheila K. Oberto]
Date Filed: August 4, 2017

1 **THE FOLLOWING IS HEREBY STIPULATED AND AGREED**, by and among:

- 2 1. Plaintiff Wade Reeves (“Plaintiff”); and
3 2. Defendant Home Retention Services (“Defendant”).
4 3. Plaintiff and Defendant are collectively referred to as the “parties.”

5 **GOOD CAUSE STATEMENT**

6 The Defendant in the above-entitled action (the “Action”) possesses confidential
7 information of strategic and financial value which it wishes to keep confidential. In the event that
8 such information, as described below in paragraph 1, were to be unnecessarily disclosed,
9 Defendant would suffer, among other things, financial hardship and the disclosure of the internal
10 workings of its operation. For these reasons, good cause exists to enter into the Stipulated
11 Protective Order described herein, as stipulated to by the undersigned parties through their
12 respective counsel.

- 13 1. In connection with discovery in this Action furnished by any of the undersigned parties,
14 or any of their present and former directors, officers, employees, or agents, counsel for the
15 undersigned parties may designate any nonpublic document, material, or information as
16 “Confidential” under the terms of this Stipulated Protective Order if counsel believes in
17 good faith that it contains the following information:

- 18 a. Proprietary information regarding Defendant’s internal business operations;
19 b. Trade secrets or other confidential research, development, or commercial
20 information;
21 c. Information regarding current or former personnel, their personal financial
22 information, or other personally identifiable information, such as social security
23 numbers and bank account numbers.

- 24 2. Any documents, material, or information to be designated “Confidential” shall be so
25 designated by affixing the legend “CONFIDENTIAL” to each page containing any
26 “Confidential” documents, material, or information.

- 27 a. Affixing the legend “CONFIDENTIAL” on or to the cover of any multipage
document which is bound, stapled, or otherwise securely attached shall designate



1 all pages of the document as “Confidential” unless otherwise indicated by the
2 producing party.

3 b. If at any deposition in the Action any document, material or information
4 designated “Confidential” is marked as an exhibit, inquired about or otherwise
5 used, the portion of the deposition transcript that relates to such documents,
6 material or information shall be automatically be treated as if it had been
7 designated as “Confidential” under the terms of this Stipulated Protective Order.

8 3. The inadvertent production by any of the undersigned parties of any “Confidential”
9 document, material, or information in discovery in this Action shall be without prejudice
10 to any claim that such material is “Confidential,” or that it is privileged in any respect, or
11 that it is protected from discovery as work product or as trial preparation material, and
12 such party shall not be held to have waived any rights by such inadvertent production. In
13 the event that such production occurs, counsel for the producing party shall redesignate
14 the document as “Confidential,” which shall thereafter apply to such document, material,
15 or information subject to the terms of this Stipulated Protective Order. Counsel for the
16 producing party will also re-produce the documents with the appropriate confidentiality
17 designation. In the event that any document that is subject to a claim of privilege or that
18 is protected from discovery as work product or trial preparation material is inadvertently
19 produced, the party that inadvertently received the document shall promptly return the
20 document together with all copies of the document to counsel for the producing party
21 upon receiving written notice from counsel for the producing party that the document was
22 produced inadvertently.

23 4. Each party understands that treatment of documents and information as “Confidential”
24 requires additional procedures (as specified in this Stipulated Protective Order) and
25 litigation therefore can be more burdensome to the extent that such designations are used.
26 Each party therefore expressly agrees that these designations will be used only when there
27 is a good faith belief that they are warranted. A party receiving documents, material, or
information designated as “Confidential” may object to and request the removal of such

1 designation, initially by making a good faith effort to resolve any such objection by
2 contacting the producing party, and thereafter by court intervention. Each party agrees that
3 it will promptly meet and confer in good faith about the removal of a confidentiality
4 designation from a particular document or documents when another party gives notice of
5 its belief that the designation was not appropriate with respect to the document(s)
6 specified. While any application, motion, or other such filing pertaining to the
7 appropriateness of a confidentiality designation is pending before the Court, the
8 documents, material, information or testimony in question shall be treated as
9 “Confidential” pursuant to this Stipulated Protective Order.

10 5. Documents, material or information designated as “Confidential” (and any information
11 derived therefrom) may be disclosed or made available by the receiving party only to the
12 following:

13 (a) The Court (including the Court’s administrative and clerical staff) in written
14 submissions or at any oral hearing in the Action (in the manner provided by paragraph 8
15 of this Stipulated Protective Order);

16
17 (b) (1) Attorneys of record in the Action and their affiliated attorneys, paralegals,
18 clerical and secretarial staff employed by such attorneys who are actively involved in the
19 Action and are not employees of any party; (2) In-house counsel to the undersigned
20 parties and the paralegal, clerical and secretarial staff employed by such counsel.

21 Provided, however, that each non-lawyer given access to documents, material or
22 information designated as “Confidential” shall be advised that such documents, material
23 or information are being disclosed pursuant to, and are subject to, the terms of this
24 Stipulated Protective Order and that they may not be disclosed other than pursuant to its
25 terms;
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27 (c) Those officers, directors, partners, members, employees and agents of the

1 undersigned parties that counsel for such parties deems necessary to aid counsel in the
2 prosecution and/or defense of this Action; provided, however, that prior to the disclosure
3 of documents, material or information designated as “Confidential” to any such officer,
4 director, partner, member, employee or agent, counsel for the party making the disclosure
5 shall deliver a copy of this Stipulated Protective Order to such person, shall explain its
6 terms to such person, and shall secure the signature of such person on a statement in the
7 form attached hereto as Exhibit “A”;

9 (d) Court reporters transcribing depositions in the Action;

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11 (e) Any deposition, trial or hearing witness in the Action who previously has had
12 access to the documents, material or information, or who is currently an officer, director,
13 partner, member, employee or agent of an entity that has had access to the documents,
14 materials or information;

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16 (f) Outside experts, advisors and/or translators consulted by the undersigned parties
17 or their counsel in connection with the Action, whether or not retained to testify at any
18 oral hearing; provided, however, that prior to the disclosure of documents, material or
19 information designated as “Confidential” to any such expert, advisor, and/or translator,
20 counsel for the party making the disclosure shall deliver a copy of this Stipulated
21 Protective Order to such person, shall explain its terms to such person, and shall secure
22 the signature of such person on a statement in the form attached hereto as Exhibit “A.” It
23 shall be the obligation of counsel, upon learning of any breach or threatened breach of this
24 Stipulated Protective Order by any such expert, advisor, and/or translator, promptly to
25 notify counsel for the designating party of such breach or threatened breach;
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27 (g) Vendors retained by or for the undersigned parties or their counsel to assist in

1 preparing for pretrial discovery, trial, and/or hearings including, but not limited to,
2 litigation support personnel, jury consultants, individuals to prepare demonstrative and
3 audiovisual aids for use in the courtroom or in depositions or mock jury sessions, as well
4 as their staff, stenographic, and clerical employees whose duties and responsibilities
5 require access to such materials; provided, however, that prior to the disclosure of
6 documents, material or information designated as “Confidential” to any such person,
7 counsel for the party making the disclosure shall deliver a copy of this Stipulated
8 Protective Order to such person, shall explain its terms to such person, and shall secure
9 the signature of such person on a statement in the form attached hereto as Exhibit “A”;

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11 (h) Any mediator or arbitrator that the parties engage in this matter or the Court
12 appoints; provided, however, that prior to the disclosure of documents, material or
13 information designated as “Confidential” to any such mediator or arbitrator, counsel for
14 the party making the disclosure shall deliver a copy of this Stipulated Protective Order to
15 such person, shall explain its terms to such person, and shall secure the signature of such
16 person on a statement in the form attached hereto as Exhibit “A”;

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18 (i) Governmental law enforcement agencies and other governmental bodies pursuant
19 to a valid subpoena, provided that:

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21 (i) the subpoenaed party give counsel for the designating party written
22 notice of such subpoena within the shorter of (a) five (5) business days after
23 service of the subpoena, and (b) five (5) business days prior to any production of
24 documents, material or information in response thereto; and

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26 (ii) at or before the time of production the subpoenaed party proceed in
27 good faith to seek to obtain confidential treatment of such “Confidential”
subpoenaed documents, material or information from the relevant governmental

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law enforcement agency or body to the fullest extent available under law; and

(j) Any other person that the undersigned parties agree to in writing; provided, however, that prior to the disclosure of documents, material or information designated as “Confidential” to any such person, counsel for the party making the disclosure shall deliver a copy of this Stipulated Protective Order to such person, shall explain its terms to such person, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit “A”.

6. Documents, material or information designated as “Confidential” shall be used by the persons receiving them only for the purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or defending the Action, and not for any business or other purpose whatsoever.

7. Nothing herein shall impose any restrictions on the use or disclosure by any party or witness of documents, material or information known or obtained by such party or witness, by legitimate means, independently of the discovery obtained in the Action, whether or not such documents, material or information may additionally have been obtained through discovery in the Action.

8. If documents, material or information designated as “Confidential” are to be included in any papers to be filed with any court or are to be otherwise used before any court, such papers shall be accompanied by an application to file the papers, or the confidential portion thereof, under seal. The application shall be directed to the judge to whom the papers are directed. Pending the ruling on the application, the papers or portions thereof subject to the sealing application shall be lodged under seal.

9. Any party to the Action (or other person subject to the terms of this Stipulated Protective Order) may ask the Court, after appropriate notice to the other parties to the Action, to modify or grant relief from any provision of this Stipulated Protective Order.

10. Entering into, agreeing to, and/or complying with the terms of this Stipulated

1 Protective Order shall not:

2 (a) operate as an admission by any person that any particular documents, material or
3 information contain or reflect trade secrets, proprietary, confidential or competitively
4 sensitive business, commercial, financial or personal information; or

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6 (b) prejudice in any way the right of any party (or any other person subject to the
7 terms of this Stipulated Protective Order) at any time:

8 (i) to seek a determination by the Court of whether any particular
9 document, material or information should be subject to protection as a
10 “Confidential” document under the terms of this Stipulated Protective Order; or

11 (ii) to seek relief from the Court on appropriate notice to all other
12 parties to the Action from any provision(s) of this Stipulated Protective Order,
13 either generally or as to any particular document, material or information.
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15 11. Upon the termination of the Action (including all appeals), the undersigned parties
16 either (a) shall promptly return to counsel for each designating party all documents, material or
17 information designated by that party as “Confidential” and all copies thereof (except that counsel
18 for each party may maintain in its files one copy of each pleading filed with any court and one
19 copy of each deposition together with the exhibits marked at the deposition), or (b) may agree
20 with counsel for the designating party upon appropriate methods and certification of destruction
21 of such documents, material or information. Also at such time, counsel for the designating party
22 shall be given copies of each statement in the form attached hereto as Exhibit “A” that was signed
23 pursuant to ¶ 5 of this Stipulated Protective Order.

24 12. This Stipulated Protective Order shall survive the termination of this action, to the
25 extent that the information contained in “Confidential” documents, material or information is not
26 or does not become known to the public, and the Court shall retain jurisdiction over this
27 Stipulated Protective Order for the purpose of enforcing it.

28 13. Any party to the Action who has not subscribed to this Stipulated Protective Order

1 as of the time it is presented to the Court for signature may thereafter become a party to this
2 Stipulated Protective Order by its counsel's signing and dating a copy thereof and filing the same
3 with the Court, and serving copies of such signed and dated copy upon the other parties to this
4 Stipulated Protective Order.

5 14. Any documents, material or information that may be produced by a non-party
6 witness in discovery in the Action pursuant to subpoena or otherwise may be designated by such
7 non-party as "Confidential" under the terms of this Stipulated Protective Order, and any such
8 designation by a non-party shall have the same force and effect, and create the same duties and
9 obligations, as if made by one of the undersigned parties hereto. Any such designation shall also
10 function as a consent by such producing party to the authority of the Court in the Action to
11 resolve and conclusively determine any motion or other application made by any person or party
12 with respect to such designation, or any other matter otherwise arising under this Stipulated
13 Protective Order.

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1 15. The parties and all signatories to the Certification attached hereto as Exhibit "A"
2 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the
3 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event
4 that the Court enters a different Protective Order, the parties agree to be bound by this Stipulation
5 and Protective Order until such time as the Court may enter such a different Order. It is the parties'
6 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to
7 allow for immediate production of Confidential Information under the terms herein.

8 This Protective Order may be executed in counterparts.

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10 Dated: June 1, 2017

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

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By: /s/ Scott E. Gizer

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Eric P. Early
Scott E. Gizer
Attorneys for Defendant
Home Retention Services, Inc.

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16 Dated: August 4, 2017

MANEY & GORDON, P.A.

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By: /s/David P. Mitchell

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David P. Mitchell
Attorney for Plaintiff Wade Reeves

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21 Dated: August 4, 2017

LAW OFFICES OF DEBORAH L. RAYMOND

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By: /s/Deborah L. Raymond

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Deborah L. Raymond
Attorney for Plaintiff Wade Reeves

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ORDER

IT IS SO ORDERED.

Dated: August 8, 2017

/s/ Sheila H. Oberto
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT "A"

ACKNOWLEDGMENT FORM – PROTECTIVE ORDER

I, _____, hereby acknowledge that (i) I have read the Protective Order entered in the action presently pending in the United States District Court for the Eastern District of California entitled *Reeves v. Home Retention Services, Inc.*, Case Number 1:16-CV-01355-DAD-SKO (the "Action"); (ii) I understand the terms of the Protective Order; and (iii) I agree to be bound by its terms.

I will not divulge to persons other than those specifically authorized by this Protective Order, and I will not copy or use, except solely for the purposes of this Action, any documents or information obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court.

I further understand that I am to retain all copies of all documents or any information designated "CONFIDENTIAL" provided to me in this Action in a secure manner, and that all copies of such documents are to remain in my personal custody until termination of my participation in this Action, whereupon the copies of such documents will be returned to counsel who provided me with such material.

I consent to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing said Protective Order, enjoining any anticipated violation of the Order, or seeking damages for the breach of said Order.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed this ____ day of _____, 20__, at _____, _____.

DATE: _____

Signature

Title