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11 UNITED STATES DISTRICT COURT
 12 EASTERN DISTRICT OF CALIFORNIA,
 13

14
 15 LARRY HARVEY, an individual,

16 Plaintiff,

17 v.

18 GLOBAL TECHNICAL SERVICES
 19 LLC, et al.,

20 Defendants.

CASE NO. 1:16-CV-01757-JLT
 Hon. Jennifer L. Thurston

**STIPULATED PROTECTIVE
 ORDER [AND PROPOSED
 ORDER], GOVERNING
 DISCLOSURE OF DEFENDANT'S
 FINANCIAL DATA**

(Doc. 18)

1 Plaintiff alleges unlawful discrimination and failure to accommodate or engage
2 in the interactive process in violation of the California Fair Employment and Housing
3 Act, Gov. Code § 12940, et seq. Plaintiff seeks Defendant’s financial information and
4 records that may be relevant to those claims, but may also be protected by the United
5 States Constitution or other state and federal law. In order to permit the parties to have
6 access to and use such information for purposes of this litigation without undermining
7 legitimate privacy and confidentiality concerns, it is hereby stipulated as follows:

8 1. This stipulation and order applies to Defendant’s release of financial
9 information to Plaintiff, which is otherwise confidential and proprietary in nature
10 “Protected Information.” Any such documents will be marked “PROTECTED” or
11 “CONFIDENTIAL” and bear the title Larry Harvey v. Global Technical Services, LLC.

12 2. By producing financial documents or information in its possession,
13 Defendant does not waive any privileges, objections, or protections otherwise afforded
14 to it by law or equity.

15 3. Protected Information produced formally or informally during the course
16 of this litigation shall be handled and disclosed by the parties only as follows:

17 a. Protected Information may be used only for purposes of this
18 litigation and shall not be given, shown, made available, discussed, or otherwise
19 communicated in any form to anyone other than:

20 (i) the parties and counsel for the parties including counsels’ firms and
21 employees, law clerks and interns;

22 (ii) outside consultants and experts retained by the parties to assist
23 specifically for purposes of this litigation and to whom disclosure is reasonably
24 necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
25 (Exhibit A);

26 (iii) witnesses and potential witnesses in this case, but only so long as
27 the documents being used for this purpose are relevant to that person’s testimony and
28 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (iv) the party whose privacy interests are meant to be protected with
2 respect to any particular document;

3 (v) court reporters who record and/or transcribe proceedings in this
4 case; and

5 (vi) the Court and its personnel. No further disclosure of Protected
6 Information may be made absent explicit agreement of the parties or further Order.

7 b. It shall be the responsibility of the parties and their counsel to bring
8 this Stipulation and Order to the attention of all persons, including, but not limited to,
9 persons within their respective firms and all outside consultants and experts, to whom
10 they disclose Protected Information prior to making any such disclosure, and to ensure
11 that all such persons agree to, and do, comply with the terms of this order.

12 c. All copies made by Plaintiff of any material containing Protected
13 Information shall be clearly labeled as such and, upon written request, shall be returned
14 to Defendant or destroyed at the conclusion of this litigation (including any and all
15 appeals). Legal memoranda and briefs containing Protected Information and any work
16 product materials containing Protected Information may be retained if such documents
17 shall be kept in the possession of a party or its counsel and shall not in the future be
18 disclosed contrary to the provisions of this order.

19 4. The “Protected” and/or “Confidential” status of any such document shall
20 continue throughout the duration of this case.

21 5. Counsel shall promptly report any breach of the provisions of this
22 Stipulation and Order to the Court and Defendant’s counsel. Upon discovery of any
23 breach, Plaintiff’s counsel shall immediately take appropriate action to cure the
24 violation and retrieve any Protected Information that may have been disclosed to
25 persons not covered by this order. Plaintiff’s counsel shall also cooperate fully in any
26 investigation of such breach conducted by the Court. Nothing contained in this
27 Stipulation and Order shall be deemed or relied upon to create any right or benefit,
28

1 substantive or procedural, for any person or entity other than the parties to the above-
2 captioned action.

3 6. The parties are hereby authorized to seek the admission into evidence at
4 trial any materials, or the contents thereof, that are subject to this Stipulation and Order,
5 and nothing contained herein shall be construed as precluding Plaintiff or Defendant
6 from introducing any such materials, or the contents thereof, into evidence, subject to
7 the Federal Rules of Evidence and any such measures as the Court may deem
8 appropriate or necessary at that time in order to protect the privacy of Defendant.

9 7. This Stipulation and Order is without prejudice to the rights of any party to
10 make any objection to discovery permitted by the Federal Rules of Evidence or the
11 Federal Rules of Civil Procedure, or to the rights of any party to make evidentiary
12 objections at trial.

13 8. Nothing in this Stipulation and Order may be taken or construed as a
14 ruling or statement concerning the admissibility of any documents or information.

15 9. This Stipulation and Order is without prejudice to the rights of any party to
16 seek from the Court a modification of this Order.

17 **IT IS SO STIPULATED**

18
19 Dated: September 6, 2017

By: /s/ Marni B. Folinsky
Marni B. Folinsky
ALDER LAW, P.C.
Attorneys for Plaintiff

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22 Dated: September 6, 2017

By: /s/ Amy L. Lessa
Amy Lessa
FISHER & PHILLIPS LLP
Attorneys for Defendant

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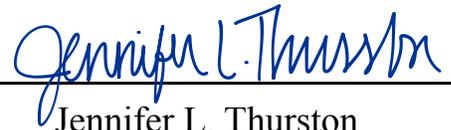
ORDER

Based upon the stipulation of the parties, the Court ORDERS:

1. The stipulated protective order (Doc. 18) is GRANTED. In the event any party wishes to file protected information, that party SHALL comply with Local Rule 141.

IT IS SO ORDERED.

Dated: September 7, 2017



Jennifer L. Thurston
U.S. Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California in the case of Larry Harvey v. Global Technical Services, LLC, Case No. 1:16-CV-01757-JLT. I agree to comply with and to be bound by all the terms of the Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Stipulated Protective Order to any person or entity except in strict compliance with the provisions of the Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____