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

CHRISTOPHER WARD and LINDA
QUINTEROS, on behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

GOLDEN STATE FC, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 1:17-cv-01300-DAD-MJS

CLASS ACTION

STIPULATED PROTECTIVE ORDER

Complaint Filed: August 1, 2017
Removed: September 28, 2017
First Amended Complaint: January 19, 2018

1 **IT IS HEREBY STIPULATED**, pursuant to Rule 26 of the Federal Rules of Civil
2 Procedure and Local Rule 141.1 of the Local Rules of the District Court for the Eastern District of
3 California, by and between Plaintiffs CHRISTOPHER WARD and LINDA QUINTEROS
4 (“Plaintiffs”) on behalf of themselves and all other similarly situated employees of Defendant
5 GOLDEN STATE FC, LLC (“Defendant”) (collectively, “the parties”), and Defendant, by and
6 through their respective undersigned counsel of record, that in order to facilitate the exchange of
7 information and documents which may be subject to confidentiality limitations on disclosure due
8 to federal laws, state laws, and privacy rights, the parties respectfully request that the Court sign
9 and enter the [Proposed] Order following this Stipulated Protective Order to govern the production
10 of documents and the conduct of discovery in this action.

11 1. PURPOSES AND LIMITATIONS

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

24 2. DEFINITIONS

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
26 information or items under this Order.

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1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
3 of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
5 well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or items that it
7 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

8 2.5 Disclosure or Discovery Material: all items or information, regardless of the
9 medium or manner in which it is generated, stored, or maintained (including, among other things,
10 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
11 responses to discovery in this matter.

12 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
13 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
14 consultant in this action.

15 2.7 House Counsel: attorneys who are employees of a party to this action. House
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
18 entity not named as a Party to this action.

19 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
20 action but are retained to represent or advise a party to this action and have appeared in this action
21 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

22 2.10 Party: any party to this action, including all of its officers, directors, employees,
23 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

24 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
25 Material in this action.

26 2.12 Professional Vendors: persons or entities that provide litigation support services
27 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
28 organizing, storing, or retrieving data in any form or medium) and their employees and
subcontractors.

1 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL.”

3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

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

18 4. DURATION

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

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27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
or Non-Party that designates information or items for protection under this Order must take care to

1 limit any such designation to specific material that qualifies under the appropriate standards. The
2 Designating Party must designate for protection only those parts of material, documents, items, or
3 oral or written communications that qualify. Mass, indiscriminate, or routinized designations are
4 prohibited.

5 If it comes to a Designating Party's attention that information or items that it designated
6 for protection do not qualify for protection, that Designating Party must promptly notify all other
7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
9 (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
10 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

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

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

28 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
the Designating Party shall either (1) identify on the record, before the close of the deposition,

1 hearing, or other proceeding, all protected testimony, or (2) designate the entirety of the testimony
2 as “confidential” (before the proceedings is concluded) with the right to identify more specific
3 portions of the testimony as to which protection is sought within 30 days following receipt of the
4 deposition transcript.

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

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
11 designate qualified information or items does not waive the Designating Party’s right to secure
12 protection under this Order for such material. Upon timely correction of a designation, the
13 Receiving Party must make reasonable efforts to assure that the material is treated in accordance
14 with the provisions of this Order. The Receiving Party shall also promptly destroy or return the
15 inadvertently produced material, and all copies thereof, and shall retain only the materials
16 designated as “confidential.”

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
19 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
20 designation is necessary to avoid substantial unfairness, unnecessary economic burdens, or a
21 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
22 confidentiality designation by electing not to mount a challenge promptly after the original
23 designation is disclosed.

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25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process by providing written notice of each designation it is challenging and describing the basis
27 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
28 notice must recite that the challenge to confidentiality is being made in accordance with this
specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in

1 good faith and must begin the process by conferring directly (including voice-to-voice dialogue, if
2 feasible) within 14 calendar days of the date of service of notice. In conferring, the Challenging
3 Party must explain the basis for its belief that the confidentiality designation was not proper and
4 must give the Designating Party an opportunity to review the designated material, to reconsider
5 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
6 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
7 has engaged in this meet and confer process first or establishes that the Designating Party is
8 unwilling to participate in the meet and confer process in a timely manner.

9 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality (and in
11 compliance with Local Rule 141, if applicable) within 30 calendar days of the initial notice of
12 challenge or within 21 calendar days of the parties agreeing that the meet and confer process will
13 not resolve their dispute, whichever is later. Each such motion must be accompanied by a
14 competent declaration affirming that the movant has complied with the meet and confer
15 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
16 motion including the required declaration within 30 calendar days (or 21 calendar days, if
17 applicable) shall automatically waive the confidentiality designation for each challenged
18 designation. In addition, the Challenging Party may file a motion challenging a confidentiality
19 designation at any time if there is good cause for doing so, including a challenge to the designation
20 of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision
21 must be accompanied by a competent declaration affirming that the movant has complied with the
22 meet and confer requirements imposed by the preceding paragraph.

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24 The burden of persuasion in any such challenge proceeding shall be on the Designating
25 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
26 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
27 sanctions. Unless and until the Designating Party has waived the confidentiality designation by
28 failing to file a motion to retain confidentiality as described above, all parties shall continue to

1 afford the material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
5 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
6 defending, or attempting to settle this litigation, and for no other purposes and no other client.
7 Such Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the litigation has been terminated, a Receiving Party
9 must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

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

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

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24 (c) Experts (as defined in this Order) (i) to whom disclosure is reasonably
25 necessary for this litigation and (ii) who have signed the "Acknowledgment and Agreement to Be
26 Bound" (Exhibit A);

27 (d) the court and its personnel;

28

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

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

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

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
13 LITIGATION

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

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with the subpoena
26 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
27 before a determination by the court from which the subpoena or order issued, unless the Party has
28 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
expense of seeking protection in that court of its confidential material – and nothing in these

1 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
4 LITIGATION

5 (a) The terms of this Order are applicable to information produced by a Non-Party
6 in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties
7 in connection with this litigation is protected by the remedies and relief provided by this Order.
8 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
9 additional protections.

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

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

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

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

20 (c) If the Non-Party fails to object or seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving Party may produce
22 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
23 timely seeks a protective order, the Receiving Party shall not produce any information in its
24 possession or control that is subject to the confidentiality agreement with the Non-Party before a
25 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
26 burden and expense of seeking protection in this court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
Material to any person or in any circumstance not authorized under this Stipulated Protective

1 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
2 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
3 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
4 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

7 The parties specifically incorporate by reference the Stipulated Rule 502(d) Order
8 concurrently submitted to the Court.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
11 seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
13 Order no Party waives any right it otherwise would have to object to disclosing or producing any
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the material covered
16 by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the Designating Party
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in
19 the public record in this action any Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
21 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
22 Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the
23 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
24 protection under the law. If a Receiving Party's request to file Protected Material under seal
25 pursuant to Local Rule is denied by the court, then the Receiving Party may file the information in
26 the public record pursuant to Local Rule 141 unless otherwise instructed by the court.

27 13. FINAL DISPOSITION

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

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

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15
16 DATED: March 7, 2018

DAVID YEREMIAN & ASSOCIATES, INC.

17
18 By /s/ Alvin B. Lindsay
19 David Yeremian
20 Alvin B. Lindsay
21 Attorneys for Plaintiffs
CHRISTOPHER WARD and
LINDA QUINTEROS and the putative class

22 DATED: March 7, 2018

MORGAN, LEWIS & BOCKIUS, LLP

23
24 By /s/ Joel M. Purles
25 Barbara J. Miller
26 Roberta H. Kuehne
27 Joel M. Purles
28 Attorneys for Defendant GOLDEN STATE FC, LLC

I attest that Alvin B. Lindsay has concurred in the filing of this document.

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Dated: March 7, 2018

/s/ Joel M. Purles
Joel M. Purles

PURSUANT TO STIPULATION,

IT IS SO ORDERED.

Dated: March 8, 2018

/s/ Michael J. Seng
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
5 in its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Eastern District of California on [date] in the case of *Ward et al. v Golden*
7 *State FC, LLC et al.* (Case No. 1:17-cv-01300-DAD-MJS). I agree to comply with and to be bound
8 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to
9 so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of
12 this Order.

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

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____

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