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6  
 7 UNITED STATES DISTRICT COURT  
 8 EASTERN DISTRICT OF CALIFORNIA  
 9

10 ANDREA BEARD,  
 11 Plaintiff,  
 12  
 v.  
 13 SENTRY CREDIT, INC.,  
 14 Defendant.

CASE NO. 2:10-02218-KJM-GGH  
**(DISCOVERY MATTER)**

**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

Action Filed:: 8/18/2010  
 Trial Date: 3/20/2012

17  
 18 THE PARTIES through their counsel, stipulate to the following terms, to be  
 19 made an order by this Court to govern discovery of sensitive, confidential, trade  
 20 secret and private information of the parties, as set forth herein:

21 WHEREAS, discovery in this action involving Plaintiff ANDREA BEARD  
 22 (“Plaintiff”) and Defendant SENTRY CREDIT, INC. (“Defendant”) calls for the  
 23 disclosure of documents containing confidential and proprietary information,  
 24 including:

25 Confidential, proprietary and competitively sensitive information relating to  
 26 Defendant’s training, policies and procedures, trade secretes, research, development,  
 27 financial, competitive, marketing, strategic planning or other commercial  
 28



1 information.

2 Accordingly, good cause exists to enter into this Stipulated Protective Order  
3 to protect the confidential and proprietary information of the parties.

4 IT IS HEREBY STIPULATED AND AGREED by and between the parties to  
5 this action, through their respective undersigned counsel, as follows:

6 1. a. This Stipulated Protective Order applies to all parties, counsel  
7 and other persons authorized herein to receive “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL” information (collectively referred to herein, as “Confidential  
9 Material”) during this litigation. Each person subject to this Stipulated Protective  
10 Order shall take all necessary precautions to prevent the unauthorized disclosure of  
11 protected materials, including but not limited to physically securing, safeguarding  
12 and restricting access to the protected materials, whether they exist in paper or  
13 electronic format. Each individual covered by this Stipulated Protective Order shall  
14 also treat all protected information to which he/she obtains access in confidence in  
15 accordance with the terms of this Stipulated Protective Order.

16 b. All material covered by this Stipulated Protective Order is to be  
17 used in this case only and for no other purpose.

18 c. “CONFIDENTIAL” information shall be bona fide confidential  
19 or proprietary information that a party does not and would not publicly disclose or  
20 information that a party is under a preexisting obligation to a third party to maintain  
21 as confidential. “HIGHLY CONFIDENTIAL” information shall be bona fide trade  
22 secrets or highly sensitive confidential or financial or business or proprietary  
23 information that may be of value to a competitor, customer or potential competitor  
24 or customer, or other highly sensitive materials that a party is under a preexisting  
25 obligation to a third party to maintain as confidential.

26 2. A discovery response (including deposition testimony) or document  
27 that a producing party or non-party witness reasonably believes constitutes or  
28 contains bona fide confidential or proprietary information that a party does not and

1 would not publicly disclose or information that a party is under a preexisting  
2 obligation to a third party to maintain as confidential may be designated  
3 “CONFIDENTIAL” by the producing party or non-party witness.

4       3.     A discovery response (including deposition testimony) or document  
5 that a producing party or non-party witness in good faith believes constitutes or  
6 contains bona fide trade secrets or highly sensitive confidential or financial or  
7 business or proprietary information that may be of value to a competitor, customer  
8 or potential competitor or customer, or other highly sensitive materials that a party is  
9 under a preexisting obligation to a third party to maintain as confidential which only  
10 should be shared between counsel may be designated as “HIGHLY  
11 CONFIDENTIAL” by the producing party or non-party witness.

12       4.     Information designated as “CONFIDENTIAL” or “HIGHLY  
13 CONFIDENTIAL” shall be marked as follows:

14           a.     Any information that is disclosed in writing (e.g., in a document  
15 or an interrogatory answer) shall be stamped or otherwise clearly marked  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on each page of the writing  
17 on which such information is disclosed. Stamping or marking of the writing as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be done prior to  
19 production of the information by the producing party.

20           b.     Any information that is disclosed through any other means of  
21 production (e.g., production of tangible things) shall be labeled or otherwise clearly  
22 marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on each thing  
23 produced. Stamping or marking of the thing as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL” shall be done prior to production of the information by the  
25 producing party.

26           c.     When testimony is to be elicited during a deposition that is, or is  
27 likely to be, “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information,  
28 persons not entitled to receive such information under the terms of this Stipulated

1 Protective Order shall be excluded from the deposition. Deposition transcripts, or  
2 portions thereof, containing “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
3 Information shall be so designated in writing no later than thirty (30) days following  
4 receipt of the transcript from the reporter. Prior to such written designations, the  
5 entire deposition transcript shall be considered to have been designated as  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information. Following the  
7 written designation, those portions of the deposition transcript containing  
8 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information shall be bound  
9 separately from those portions that do not contain “CONFIDENTIAL” or “HIGHLY  
10 CONFIDENTIAL” information and shall be marked with the following legend:

11 **THIS TRANSCRIPT CONTAINS MATERIALS**  
12 **WHICH ARE CLAIMED TO BE CONFIDENTIAL**  
13 **BY COUNSEL AND COVERED BY A STIPULATED**  
14 **PROTECTIVE ORDER - TO BE FILED WITH THE**  
15 **COURT UNDER SEAL.**

16 5. In the event that a party seeks to file with the Court documents  
17 containing “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information, the  
18 proposed filing shall be accompanied by a request to file the papers or the portion  
19 thereof containing the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
20 information (if such portion is segregable) under seal in accordance with Local Rule  
21 141. The application shall be directed to the judge to whom the papers to be filed  
22 are directed.

23 6. In the event that the producing party inadvertently fails to designate as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” any information that is  
25 produced and that the producing party reasonably and in good faith believes should  
26 be so designated, the producing party may subsequently make such a designation by  
27 notifying opposing counsel in writing within five (5) business days of discovery of  
28 inadvertent failure to designate. After receipt of such notification, the party to

1 whom disclosure has been made will treat thereafter the information in accordance  
2 with the terms of this stipulated protective order.

3 7. Any information marked "CONFIDENTIAL" pursuant to this Order  
4 may be disclosed or made available only to the following persons:

5 a. The parties to this action or an officer, director, or employee of a  
6 party deemed reasonably necessary by counsel to aid in the prosecution, defense, or  
7 settlement of this action;

8 b. Counsel for the parties to this action ("Counsel"), including all  
9 partners and associate attorneys of such Counsel's law firms and all clerks,  
10 employees, independent contractors, investigators, paralegals, assistants, secretaries,  
11 staff and stenographic, computer, audio-visual and clerical employees and agents  
12 thereof when operating under the direct supervision of such partners or associate  
13 attorneys and who are actually working on this action, all of whom shall be bound  
14 by this Order;

15 c. The Court and any person employed or retained by the Court  
16 whose duties require access to Confidential Material;

17 d. Stenographic reporters or audio-visual personnel engaged in  
18 connection with this action including deposition reporters, video operators and  
19 transcribers;

20 e. Any person who created, authored, received or reviewed such  
21 Confidential Material and those persons identified on such Confidential Material as  
22 creators, authors or recipients of the Confidential Material;

23 f. Actual and/or potential trial or deposition witnesses, where  
24 counsel believes, in good faith, that disclosure is necessary to prepare for or  
25 develop the testimony of such witnesses;

26 g. Experts or consultants retained by such counsel to assist in the  
27 prosecution, defense, or settlement of this action and their respective employees,  
28 associates or colleagues;

- 1           h.     Employees of firms engaged by the parties for purposes of  
2 photocopying, electronic imaging or computer litigation support in connection with  
3 this litigation;
- 4           i.     The jurors at any trial of this action; or
- 5           j.     Such other persons as may be designated by written agreement of  
6 Counsel or by order of the Court.
- 7           8.     Any information marked “HIGHLY CONFIDENTIAL” may be  
8 disclosed or made available only to the following persons:
- 9           a.     The parties to this action or an officer, director, or employee of a  
10 party deemed reasonably necessary by counsel to aid in the prosecution, defense, or  
11 settlement of this action;
- 12           b.     Counsel for the parties to this action (“Counsel”), including all  
13 partners and associate attorneys of such Counsel’s law firms and all clerks,  
14 employees, independent contractors, investigators, paralegals, assistants, secretaries,  
15 staff and stenographic, computer, audio-visual and clerical employees and agents  
16 thereof when operating under the direct supervision of such partners or associate  
17 attorneys and who are actually working on this action, all of whom shall be bound  
18 by this Order;
- 19           c.     Experts or consultants retained by such counsel to assist in the  
20 prosecution, defense, or settlement of this action and their respective employees,  
21 associates or colleagues;
- 22           d.     Any person who created, authored, received or reviewed such  
23 Highly Confidential Material and those persons identified on such Highly  
24 Confidential Material as creators, authors or recipients of the Highly Confidential  
25 Material;
- 26           e.     The parties to the action, if counsel deems disclosure of the  
27 information reasonably necessary to aid in the prosecution, defense, or settlement of  
28 this action, provided that the parties shall not be permitted to copy, transcribe,

1 record or retain copies of any information;

2 f. Stenographic reporters or audio-visual personnel engaged in  
3 connection with this action including deposition reporters, video operators and  
4 transcribers; and

5 g. The jurors at any trial of this action, subject to terms and  
6 instructions that shall be determined prior to trial and set forth in a supplementary  
7 Protective Order.

8 9. Prior to receiving any Confidential Material, any Person described in  
9 paragraphs 7(e) through 7(h) or paragraphs 8(a) through 8(f) shall be provided with  
10 a copy of this Order and shall execute an Agreement to Maintain Confidentiality  
11 (hereinafter “Confidentiality Agreement”) in the form of Attachment “A.” Each  
12 such person signing a Confidentiality Agreement shall be subject to and bound by  
13 this Order. Counsel for the party seeking to disclose Confidential Material to any  
14 person pursuant to paragraphs 7(e) through 7(h) shall be responsible for retaining  
15 the executed originals of all such Confidentiality Agreements and certifying that  
16 such individuals have complied with the requirements of Paragraph 16.

17 10. Counsel shall take appropriate steps to ensure that the parties, witnesses  
18 and counsel to whom “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
19 discovery responses or documents are disclosed are provided with a copy of this  
20 Stipulated Protective Order.

21 11. Under no circumstance may information designated as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” be disclosed to any person or  
23 entity other than those identified above without the prior written consent of the  
24 producing party. In the event that information designated as “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL” is disclosed orally (e.g., at a deposition), the  
26 disclosing party shall have the right to exclude from attendance at said deposition,  
27 any person other than the deponent and those persons identified in paragraph 7 or 8  
28 above.

1           12. In the event that a party receiving information that the producing party  
2 has designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” disagrees  
3 with the propriety of that designation, the parties will first try, in good faith, to  
4 resolve such dispute on an informal basis. If the parties are unable to resolve their  
5 dispute informally, either party may file a noticed motion regarding the dispute to  
6 the Court for judicial resolution, and the Court may then determine whether the  
7 information should be designated “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL.” The motion shall be made in strict compliance with Local Rule  
9 251, and the burden of demonstrating that the discovery response or document was  
10 designated appropriately pursuant to this Stipulated Protective Order shall be upon  
11 the producing party or non-party witness that produced the document or provided  
12 the response. All information whose designation as “CONFIDENTIAL” or  
13 “HIGHLY CONFIDENTIAL” is disputed shall be treated as “CONFIDENTIAL” or  
14 “HIGHLY CONFIDENTIAL” until such time as the Court determines or the parties  
15 agree otherwise.

16           13. All materials containing information that has been designated as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be stored under the  
18 direct control of counsel for the receiving party, who shall be responsible for  
19 preventing any disclosure thereof except in accordance with the terms of this  
20 Stipulated Protective Order.

21           14. Any Party or person receiving information that has been designated as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” under this Order that receives  
23 a request or subpoena for production or disclosure of the information shall  
24 immediately give written notice to the Party who designated the information as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” (“the Designating Party”)  
26 and to its counsel, identifying the information sought and enclosing a copy of the  
27 subpoena or request. The person subject to the subpoena or other request shall not  
28 produce or disclose the requested information without consent of the Designating

1 Party unless: (a) the Designating Party fails to seek relief from the subpoena or  
2 request in a timely manner; or (b) notwithstanding the Designating Party’s request  
3 for relief, production or disclosure is ordered by a court of competent jurisdiction.

4 15. The number of copies that may be made of materials containing  
5 information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
6 shall be limited to those reasonably necessary for use by counsel and any  
7 independent experts or independent consultants retained by counsel.

8 16. Except as otherwise agreed in writing by the producing party, within  
9 thirty (30) days after the conclusion of this action and the written request of the  
10 producing party (which ever date is latest), whether by settlement, trial, appeal or  
11 otherwise, all materials containing information designated as “CONFIDENTIAL” or  
12 “HIGHLY CONFIDENTIAL” and all copies thereof, shall be returned by counsel  
13 for the receiving party to counsel for the producing party. Alternatively, such  
14 material may be destroyed by counsel for the receiving party, in which event, a  
15 certificate of destruction shall, upon demand by the producing party, be delivered to  
16 counsel for the producing party. Notwithstanding the foregoing, counsel may retain  
17 one complete set of legal papers containing material designated as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” provided that said set of legal  
19 papers is kept in a file clearly marked with the notation:

20 **CONTAINS CONFIDENTIAL and/or HIGHLY CONFIDENTIAL**  
21 **INFORMATION SUBJECT TO STIPULATED PROTECTIVE ORDER**

22 17. All information designated as “CONFIDENTIAL” or “HIGHLY  
23 CONFIDENTIAL” may be used only for purposes of this action and not for any  
24 other action (except for actions in which the plaintiff hereto is named as an adverse  
25 party to the defendant hereto), or any business purpose whatsoever.

26 18. Nothing contained herein shall purport to limit a party’s or non-party  
27 witness’ use or disclosure of its own documents or information, regardless of  
28 whether such documents or information are designated “CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL” as set forth herein.

2 19. The inadvertent, unintentional, or in camera disclosure or production of  
3 designated or undesignated documents containing information constituting attorney  
4 work product or protected by the attorney-client privilege or any other applicable  
5 privilege from disclosure shall not be deemed a waiver, in whole or in part, of any  
6 party’s or non-party witness’ claims of privilege, provided that the producing party,  
7 within a reasonable time, notifies the receiving party of its claim of privilege. After  
8 being notified, a party must promptly return, sequester, or destroy the specified  
9 information and any copies.

10 20. This Stipulated Protective Order is without prejudice to the right of any  
11 party to seek relief from or modification of any provision contained herein after  
12 notice to the other party. This Stipulated Protective Order is also without prejudice  
13 to any party’s right to seek a greater level of protection for documents that may be  
14 requested or produced during subsequent discovery in this action.

15 21. The agreement of the parties embodied in this Stipulated Protective  
16 Order does not constitute an admission or agreement that any document or  
17 information is subject to discovery or is admissible as evidence in this case.  
18 Designation of any information as being subject to this Stipulated Protective Order  
19 shall have no meaning or effect with respect to the substantive issues in this  
20 proceeding or the claims or defenses of any party thereto.

21 22. The parties shall submit this Stipulated Protective Order to the Court  
22 to be “so ordered.”

23 23. This Stipulated Protective Order shall remain in effect unless modified  
24 by an order of the Court or by written stipulation of the parties filed with the Court.

25 24. In the event that the terms of this Stipulated Protective Order shall be  
26 violated, the parties agree that the aggrieved party may immediately apply to obtain  
27 injunctive relief against any such person or party violating or threatening to violate  
28 any of the terms of this Stipulated Protective Order, and the Court may award

1 damages or such other relief the Court may deem just and proper for the violation of  
2 this Stipulated Protective Order.

3 25. The parties consent to the continuing jurisdiction of the Court with  
4 respect to this Stipulated Protective Order and any breach thereof, even after the  
5 termination of this action. A breach of the provisions of this Stipulated Protective  
6 Order shall subject the party responsible for the breach to sanctions, on notice,  
7 opposition, and reply in the discretion of the Court.

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9 **SO STIPULATED AND AGREED:**

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DATED: 6/14/2011

LEWIS BRISBOIS BISGAARD & SMITH LLP

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Bv: /s/ Lindsay L. O'Hair  
Stephen H. Turner  
Lindsay L. O'Hair  
Attorneys for Defendant, SENTRY  
CREDIT. INC.

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DATED: 6/14/2011

KROHN & MOSS. LTD.

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Bv: /s/ Ryan Lee  
Ryan Lee  
Attorneys for Plaintiff ANDREA BEARD

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**IT IS SO ORDERED.**

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**The following modifications are ordered:**

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**1. Paragraph 1(b): to the extent it might be otherwise interpreted, this  
24 protective order does not bind non-parties, except for those  
25 persons/entities listed in paragraphs 7 and 8.**

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**2. Paragraph 4(c): subject to the provisions of paragraph 5; there is no  
27 automatic sealing**

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- 3. Paragraph 5: subject to Ninth Circuit substantive standards for sealing, i.e., good cause for sealing in non-dispositive filings and compelling need for sealing in dispositive filings or at trial.
- 4. Paragraph 8: Court personnel were omitted, apparently inadvertently; they are hereby added.
- 5. Paragraph 17: This protective order does not bind other courts.

DATE: June 22, 2011 /s/ Gregory G. Hollows

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UNITED STATES MAGISTRATE JUDGE



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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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 on \_\_\_\_\_ [date] in the case of Andrea Beard v. Sentry  
Credit, Inc., Case No. 2:10-02218-KJM-GGH. I agree to comply with and to be  
bound by all the terms of this 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 any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of the Stipulated  
Protective 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 this Stipulated Protective Order, even if such enforcement proceedings  
occur after the termination of this action.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

