

1 GREGORY G. ISKANDER, Bar No. 200215  
LITTLER MENDELSON, P.C.  
2 Treat Towers  
1255 Treat Boulevard  
3 Suite 600  
Walnut Creek, CA 94597  
4 Telephone: 925.932.2468  
Facsimile: 925.946.9809  
5 giskander@littler.com

6 Attorneys for Defendant  
SIEMENS INDUSTRY, INC.

7 PEREZ LAW OFFICES  
8 ANTHONY M. PEREZ, JR., Bar No. 113041  
455 Capitol Mall, Suite 225  
9 Sacramento, California 95814  
Telephone: 916.441.0500  
10 Facsimile: 916.441.0555  
aperez@perezlawoffices.com

11 Attorneys for Plaintiff  
12 JARRID J. WHITLEY

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14 UNITED STATES DISTRICT COURT  
15 EASTERN DISTRICT OF CALIFORNIA  
16 SACRAMENTO DIVISION  
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18 JARRID J. WHITLEY, on behalf of  
19 himself, and others similarly situated,

20 Plaintiff,

21 v.

22 SIEMENS INDUSTRY, INC., also doing  
business as and referred to as SIEMENS  
23 USA, SIEMENS CORPORATION, and  
SIEMENS, AND DOES 1- 100, inclusive,

24 Defendant.  
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No. 2:14-cv-00099-MCE-DAD

**STIPULATED PROTECTIVE ORDER  
FOR MEDIATION AND ORDER**



1 the claim has a reasonable, good faith belief that the information meets the criteria specified above.  
2 Once so designated, confidential documents, records and information shall be subject to the  
3 protection of this Order unless such protection is expressly waived in writing by all of the stipulating  
4 parties or to the extent the Court rules that information, a document, or a record shall not be subject  
5 to this Order. Receipt of the same or similar information from a separate or different source or  
6 document does not remove the information, document(s) and/or record(s) designated as confidential  
7 from the protection of this Order.

### 8 **3. Time and Manner of Designation**

9 Counsel may designate documents, writings or information as confidential at the time of the  
10 production of the information, documents or other writings. Documents shall be designated  
11 confidential by placing the word "confidential" in red (if readily available) on the document or by  
12 identifying the document or information as confidential in writing to all counsel.

### 13 **4. Limits on Disclosure and Use**

14 Documents and information designated confidential pursuant to this Order shall not be  
15 disclosed to any person except that documents and information designated confidential may be  
16 disclosed to the following persons and entities, provided that to do so is necessary for legitimate  
17 purposes related to this mediation and done in good faith:

- 18 (a) The individual parties, including employees and officers of the corporate party;
- 19 (b) Counsel for the parties hereto, and their clerks, secretaries, paralegals and  
20 investigators;
- 21 (c) Defendant's in-house counsel, including its clerks, secretaries, paralegals, clerical and  
22 support personnel working with or under the supervision of in-house counsel;
- 23 (d) Testifying or consulting expert witnesses retained for the mediation;
- 24 (e) Contract or temporary personnel engaged by and working under the supervision of  
25 the Parties' counsel to the extent reasonably necessary to render professional services in this action;
- 26 (f) Such additional persons as agreed to by the parties in writing;
- 27 (g) The mediator.

1           When one party has designated information as confidential, then the other parties and their  
2 respective counsel shall safeguard such designated confidential information against disclosure. All  
3 counsel shall advise persons receiving designated confidential information in this action of this  
4 Order and secure their representation in writing to maintain such information in a confidential  
5 manner, as set forth in Exhibit A.

6           **5. Use and Prohibited Uses of Provided Documents and Information**

7           The Parties agree that the documents being produced under this Order will not be copied,  
8 otherwise recorded, or disclosed for any purpose other than for the scheduled mediation on May 6,  
9 2014. The Parties agree that these documents are only being turned over for the limited purpose of  
10 review in connection with this mediation. The Parties will meet and confer in good faith after  
11 mediation as to their use in discovery. If a Party provides confidential documents or information to a  
12 testifying or consulting witness retained for the mediation, it shall be that party's obligation to  
13 recover and return those documents and that information to the producing party as provided in this  
14 section.

15           **6. Access to Information**

16           Documents and information provided pursuant to this Order shall be treated in accordance  
17 with the provisions of this Order by all persons to whom such information may be disclosed. In  
18 addition, except for counsel representing the Parties, each person who is authorized by this Order to  
19 inspect or have access to the documents or information provided pursuant to this Order shall sign the  
20 form annexed to this Order as Exhibit "A." The signed forms shall be maintained by counsel of  
21 record responsible for the disclosure and shall be available for inspection by all other counsel of  
22 record after mediation has concluded.

23           **7. Reservation of Rights**

24           This Order is intended to facilitate efficient mediation between the Parties and is not intended  
25 to alter resolution of any substantive issue or to affect the Parties' substantive or procedural rights.

26           **8. Amendment**

27           This Order may be amended by written agreement of counsel for the Parties.

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**9. No Waiver of Privilege**

The provision of documents and information pursuant to this Order does not waive any privilege that may apply to the information contained in the documents.

**IT IS SO STIPULATED:**

DATED: March 18, 2014 /S/ Gregory G. Iskander  
Gregory G. Iskander  
Littler Mendelson, P.C.

DATED: March 18, 2014 /S/ Anthony M. Perez  
Anthony M. Perez  
Perez Law Offices

I, the filer of this document, attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: March 18, 2014 /S/ Gregory G. Iskander  
Gregory G. Iskander, Esq.

**ORDER**

Pursuant to the parties' stipulation, **IT IS SO ORDERED.**

Dated: March 19, 2014  
Dale A. Drozd  
DALE A. DROZD  
UNITED STATES MAGISTRATE JUDGE

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**Exhibit A**  
**NON-DISCLOSURE AGREEMENT**

The undersigned hereby agrees that:

(1) I have had the opportunity to review and have reviewed the Stipulated Mediation Protective Order in this action, *Jarrid Whitley v. Siemens Industry Inc. United States District Court, Eastern District, Sacramento Division, Case No. 2:14-CV-00099-MCE-DAD.*

(2) I hereby agree to comply with and be bound by the terms and conditions of said Protective Order and will not disclose any Confidential Information to any third person.

(3) When asked to do so, I agree to promptly return all Confidential Information to the party that provided it to me.

DATED: \_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Sign Name]

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