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 FIRST ADVANTAGE
 11 BACKGROUND SERVICES CORP.

Attorneys for Plaintiff
 MICHAEL KIRCHNER

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 13
 14 UNITED STATES DISTRICT COURT
 15 EASTERN DISTRICT OF CALIFORNIA

16 MICHAEL KIRCHNER, an individual, on behalf
 17 of himself and all others similarly situated,,

Case No. 2:14-cv-01437-WBS-EFB

18 Plaintiff,

**STIPULATION FOR PROTECTIVE
 ORDER AND PROTECTIVE ORDER**

19 v.

20 SHRED-IT USA INC., a Delaware Corporation,
 FIRST ADVANTAGE LNS SCREENING
 21 SOLUTIONS, INC., and DOES 1 through 10, ,

22 Defendants.

23 Subject to the approval of this Court, plaintiff MICHAEL KIRCHNER and defendant FIRST
 24 ADVANTAGE BACKGROUND SERVICES CORP. (collectively, “the parties”) hereby stipulate to the
 25 following protective order:

26 1. In connection with discovery proceedings in this action, including document productions,
 27 interrogatory answers, responses to requests to admissions, depositions, and discovery materials, the
 28

1 parties hereby designate documents as “confidential” under the terms of this Stipulation for Protective
2 Order (“Order”). The documents protected pursuant to this Order have not been made public and the
3 disclosure of these documents would have the effect of causing harm.

4 2. Per Local Rule 141.1(c), the documents eligible for protection under this Order include:

5 A. Medical information regarding any party to this litigation or any third party,
6 including but not limited to patient medical records.

7 B. Confidential reports and investigations that would reveal the deliberations,
8 communications made related to medical and mental health care provided to the patient and/or personnel
9 records of employees.

10 C. Personnel file or documents relating the employment of any party to this litigation
11 or to the employment of third parties.

12 D. Trade secret information or proprietary information relating to First Advantage
13 Background Services Corp., and related corporate subsidiaries, affiliates, and entities.

14 E. Any other document that a party reasonably determines contains non-public,
15 sensitive, private, confidential, trade secret information or proprietary information.

16 3. This is a class action involving records and personal information (e.g., employment
17 background checks) of potentially many third parties, as well as potential disclosure of proprietary
18 business information and systems and confidential commercial information. A Court order establishing
19 the process for use, handling, and disclosure “confidential” documents and filing those documents under
20 seal with the Court is therefore necessary under Local Rule 141.1(c).

21 4. By designating documents as “confidential” under the terms of this Order, the party
22 making the designation is certifying to the Court that there is a good faith basis both in law and in fact
23 for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

24 5. Documents produced by a party shall be designated by the party as “confidential” by
25 bates stamping copies of the document with the word “CONFIDENTIAL” or by an alternative method
26 acceptable to all parties. In the event that documents produced during the discovery process that are not
27 designated initially as confidential are later designated as confidential, they shall thereafter be treated as
28 confidential in accordance with this Order.

1 6. Documents designated as “confidential” under this Order, the information contained
2 therein, and any summaries, copies, abstracts, or other documents derived in whole or in part from
3 material designated as confidential shall be used only for the purpose of this action, and for no other
4 purpose.

5 7. Confidential Material produced pursuant to this Order may be disclosed or made
6 available only to the parties or counsel for a party (including the paralegal, clerical, and secretarial staff
7 employed by such counsel, and private court reporters or notaries public engaged by the parties in their
8 official capacities). Confidential Material may be provided to any independent office services vendors or
9 expert retained for consultation and/or trial. In the event that Confidential Material is given to an expert,
10 counsel that retained the expert shall provide a copy of this Order with the Confidential Material.

11 8. The Confidential Material produced pursuant to this Order will be redacted with respect
12 to: (i) Social Security numbers; (ii) dates of birth; (iii) financial information (including financial account
13 numbers); and (iv) in all circumstances when federal or state law requires redaction. Each redaction
14 must be identified by showing what information has been redacted (e.g., “Social Security number,” etc.)
15 This provision complies with E.D. Local Rule 140.

16 9. If any party objects to the designation of Confidential Material, that party shall so state its
17 objection in a letter to counsel for the party making the designation. The parties shall thereafter meet
18 and confer within seven days of the designating party’s receipt of this letter. If the parties cannot
19 resolve a challenge without court intervention, the designating party shall file and serve a motion to
20 retain confidentiality within 21 days (“Time Period”) of the “meet and confer” conference, provided that
21 the Time Period may be extended by the parties’ agreement. If no motion is made within the Time
22 Period, including as extended, the confidential designation shall be deemed to be withdrawn as to the
23 material in dispute. Until the Court rules on the motion, Confidential Material shall continue to be
24 treated as so designated and any papers filed with the Court may not include such Confidential Material
25 (except as provided for in Paragraph 8), but may refer to them by proper identification, such as Bates
26 Stamp number or date and author.

27 10. If a party would like to use Confidential Material in Court filings, at least seven (7) days’
28 notice shall be given to all parties. All parties shall comply with the requirements of E.D. Local Rule

1 141, in the event that a party would like Confidential Material to be sealed. In lieu of seeking a motion
2 to seal, the parties may agree to redact identifying information relating to any patient. Nothing in this
3 Order shall prevent any party from disclosing its own Confidential Material as it deems appropriate and
4 any such disclosure shall not be deemed a waiver of any kind whatsoever or a waiver of any other
5 party's obligation under the Order.

6 11. Nothing in this Order shall in any way limit or prevent Confidential Material from being
7 used in any deposition or other proceeding in this action. In the event that any Confidential Material is
8 used in any deposition or other proceeding in this action, it shall not lose its confidential status through
9 such use.

10 12. If a party to this Order in possession of Confidential Material receives a subpoena from a
11 non-party seeking the production or other disclosure of Confidential Material, that party shall
12 immediately give written notice to counsel of record for the party who provided the Confidential
13 Material being sought, which such notice shall include a copy of the subpoena. Where possible, at least
14 seven (7) days' notice before production or other disclosure should be given. In no event shall
15 production or disclosure be made before telephone notice is given and, whenever possible, sufficiently
16 in advance of production or disclosure to afford the party to whom such notice has been given, at least
17 three (3) business days, to take appropriate action, including seeking judicial relief.

18 13. This Order is entered for the purpose of facilitating the exchange of documents between
19 the parties to this action without involving the Court unnecessarily in the process. Nothing in this Order,
20 or the production of any document under the terms of this Order, shall be deemed to have the effect of
21 an admission or waiver by either party, or of altering the confidentiality or non-confidentiality of any
22 such document.

23 14. By this Order, the parties do not waive any rights to object to any discovery request, seek
24 any further protective order, or seek relief from the Court from any provision of this Order by
25 application on notice on any grounds. Nothing in this Order shall in and of itself require disclosure of
26 information that is protected by the attorney-client privilege, work-product doctrine, or any other
27 privilege, doctrine, or immunity, nor does anything in this Order, result in any party giving up its right to
28 argue that otherwise privileged documents must be produced due to waiver or for any other reason.

1 15. This Order shall not control the use of any evidence during the trial or any hearing of this
2 case. However, nothing herein shall preclude either party from seeking the assistance of the Court in
3 maintaining the confidential nature of any evidence that is presented at hearing or trial.

4 16. The inadvertent production or disclosure of any material in discovery or otherwise
5 (including material that is or should have been designated as Confidential Material) shall not effect a
6 waiver of any privilege at law or in equity or any rights or obligations arising from or related to this
7 Order, provided the party making such production or disclosure acts promptly to notify the relevant
8 parties or persons of the inadvertent production or disclosure and to remedy the inadvertent production
9 or disclosure upon the discovery thereof.

10 17. If Confidential Material produced in accordance with this Order is disclosed to any
11 person other than in the manner authorized by this Order, the party responsible for the disclosure shall
12 immediately bring all pertinent facts relating to such disclosure to the attention of all counsel of record
13 and, without prejudice to other rights and remedies available to the producing party, make every effort to
14 obtain the return of the disclosed Confidential Material and prevent further disclosure of it by the person
15 who was the recipient of such information.

16 18. The parties may modify the provisions of this Order at any time by stipulation approved
17 by order of the Court.

18 19. This Order shall survive the final termination of this action, to the extent that the
19 Confidential Material is not or does not become known to the public, and the Court shall retain
20 jurisdiction to resolve any dispute concerning the use of the information disclosed hereunder. Counsel
21 for the parties shall destroy all Confidential Material in their possession, custody, or control within
22 forty-five (45) days of final termination of this action, which shall be deemed to occur only when final
23 judgment has been entered and all appeals have been exhausted.

24 **IT IS SO STIPULATED.**

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1 DATED: March 18, 2015

SEYFARTH SHAW LLP

2 By: /s/ Esther Slater McDonald

3 Mark P. Grajski

4 Frederick T. Smith (Admitted *Pro Hac Vice*)

Esther Slater McDonald (Admitted *Pro Hac Vice*)

5 Attorneys for Defendant

6 FIRST ADVANTAGE BACKGROUND

SERVICES CORP.

7 DATED: March 18, 2015

THE DION-KINDEM LAW FIRM

8 By: /s/ Peter R. Dion-Kindem

9 Peter R. Dion-Kindem

10 Attorney for Plaintiff

11 MICHAEL KIRCHNER

12 IT IS SO ORDERED.

13 DATED: March 18, 2015.

14 

EDMUND F. BRENNAN

UNITED STATES MAGISTRATE JUDGE