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CONTRACTORS INTELLIGENCE SCHOOL, INC.
9 CONTRACTORS PUBLISHER, INC.;
LEONID VORONTSOV; OKSANA VORONTSOV
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11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA
13 SACRAMENTO DIVISION

14 TELEVISION EDUCATION, INC.,

15 Plaintiff,

16 vs.

17 CONTRACTORS INTELLIGENCE SCHOOL,
INC.; CONTRACTORS PUBLISHER, INC.;
18 LEONID VORONTSOV; OKSANA
VORONTSOV; and DOES 1-25,
19

20 Defendants.

CASE NO. 16CV01433 WBS EFB

**STIPULATED
PROTECTIVE ORDER**

21 **JOINT STIPULATION FOR PROTECTIVE ORDER**

22 The parties to this matter, through their respective counsel of records, hereby stipulate to, and move
23 the Court for entry of a protective order on the following terms:

24 1. The Stipulated Protective Order entered by the Court (the "Court's Order") shall be
25 applicable to and govern all depositions, documents produced in response to requests for production
26 of documents, answers to interrogatories, responses to requests for admissions, and all other
27 discovery taken pursuant to the Federal Rules of Civil Procedure, as well as all documents produced
28 by either party in response to informal discovery requests, testimony, matters in evidence, and

1 computerized records (collectively, "RECORDS") which the disclosing party designates as
2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY" pursuant to
3 this Stipulation and the Court's Order, directly or indirectly by or on behalf of any party in
4 connection with this action.

5 2. Pursuant to Local Rule 141.1(c)(1), the types of information eligible for
6 protection include a party's trade secret, confidential, competitive, or proprietary information
7 pertaining to the party's business, which the party takes appropriate efforts to keep confidential, or
8 information which the party is otherwise required to keep confidential by agreement or law,
9 including the following: financial information; research, development, and technical information
10 and specifications; and customer information.

11 3. Pursuant to Local Rule 141.1(c)(2), there is a need to protect this type of
12 evidence. A party's trade secret, confidential, competitive, or proprietary information could be
13 abused if its use were not limited to this lawsuit. For example, third party competitors could exploit
14 the following types of confidential information to their advantage were it made public: (1) a party's
15 financial information; (2) research, development, and technical information and specifications; and
16 (3) customer information.

17 4. Pursuant to Local Rule 141.1(c)(3), the parties seek a Protective Order, as opposed to
18 entering into a private agreement, because the proposed Order provides mechanisms for the
19 resolution of disputes and the handling of designated evidence that involve the Court.

20 5. In designating RECORDS as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL ATTORNEY'S EYES ONLY," a party shall make such a designation only for
22 RECORDS which that party in good faith believes contain trade secret, confidential, competitive, or
23 proprietary information pertaining to a party's business, which the party takes appropriate efforts to
24 keep confidential, or information which the party is otherwise required to keep confidential by
25 agreement or law. For the "HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY"
26 designation, the parties intend this designation to be limited to RECORDS pertaining to information
27 about customers of the parties including names, contact information, correspondence, agreements
28 pertaining to those customers and revenues derived from them, internal notes, text, unpublished

1 materials, and sources of information/feedback from school owners, students and others relating to
2 manuals and practice and update tests. RECORDS designated “HIGHLY CONFIDENTIAL
3 ATTORNEY’S EYES ONLY” must be protected from disclosure to the parties themselves in this
4 litigation and subject to the restricted disclosure provided for below. CONFIDENTIAL and
5 HIGHLY CONFIDENTIAL ATTORNEY’S EYES ONLY shall be used solely for the purpose of
6 conducting this litigation and not for any other purpose.

7 6. RECORDS designated as CONFIDENTIAL may be disclosed only to the following
8 persons:

9 a. the attorneys working on this action on behalf of any party, including in-house
10 attorneys;

11 b. any paralegal assistants, stenographic and clerical employees working under
12 the direct supervision of such counsel;

13 c. any parties to this action who are individuals, and the employees, directors or
14 officers of parties to this action who are corporations or partnerships, to the extent necessary to
15 further the interest of the parties in this litigation;

16 d. any person not employed by a party who is expressly retained or sought to be
17 retained by any attorney described in paragraph 6(a) to assist in preparation of this action for trial,
18 with disclosure only to the extent necessary to perform such work;

19 e. any witnesses who appear for deposition or trial in this matter, and their
20 counsel of record, during the course of their testimony, upon the witness being advised of the need
21 and agreeing to keep the RECORDS confidential; and

22 f. the Court.

23 7. RECORDS designated as “HIGHLY CONFIDENTIAL ATTORNEY’S EYES
24 ONLY” may be disclosed only to the following persons:

25 a. the attorneys working on this action on behalf of any party, including in-house
26 litigation attorneys;

1 b. any paralegal assistants, stenographic and clerical employees working under
2 the direct supervision of such counsel, with disclosure only to the extent necessary to perform their
3 work in connection with this matter;

4 c. any person not employed by a party who is expressly retained or sought to be
5 retained by any attorney described in paragraph 7(a) to assist in preparation of this action for trial,
6 with disclosure only to the extent necessary to perform such work;

7 d. any witnesses who appear for deposition or trial in this matter, and their
8 counsel of record, during the course of their testimony, upon the witness being advised of the need
9 and agreeing to keep the RECORDS confidential; and

10 e. the Court.

11 8. The persons described in paragraphs 6(d) and 7(c) shall have access to the
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY once they have
13 been made aware of the provisions of the Court's Order and have manifested their assent to be
14 bound thereby by signing a copy of the annexed "ACKNOWLEDGMENT." Upon request, a list
15 shall be prepared by counsel for the parties hereto of the names of all such persons to whom
16 CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY is disclosed, or to
17 whom the information contained therein is disclosed, and such list shall be available for inspection
18 by the Court and opposing counsel. The other persons described in paragraphs 6 and 7 shall have
19 access to the CONFIDENTIAL and HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY
20 pursuant to the terms of the Court's Order without signing a copy of the annexed
21 "ACKNOWLEDGEMENT." Upon request, similar but separate lists shall also be prepared with
22 respect to CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY provided
23 by third parties. The persons receiving CONFIDENTIAL or HIGHLY CONFIDENTIAL
24 ATTORNEY'S EYES ONLY are enjoined from disclosing it to any other person, except in
25 conformance with the Court's Order. This Stipulation will not require the disclosure of experts other
26 than by Local Rule, Federal Rule of Civil Procedure, and/or Court Order.

27 9. Each individual who receives any CONFIDENTIAL or HIGHLY CONFIDENTIAL
28 ATTORNEY'S EYES ONLY hereby agrees to subject himself/herself to the jurisdiction of this

1 Court for the purpose of any proceedings relating to the performance under, compliance with or
2 violation of the Court's Order.

3 10. The recipient of any CONFIDENTIAL or HIGHLY CONFIDENTIAL
4 ATTORNEY'S EYES ONLY that is provided under the Court's Order shall maintain such
5 RECORDS in a secure and safe area and shall exercise the same standard of due and proper care
6 with respect to the storage, custody, use and/or dissemination of such RECORDS as is exercised by
7 the recipient with respect to its own proprietary information.

8 11. Parties shall designate CONFIDENTIAL or HIGHLY CONFIDENTIAL
9 ATTORNEY'S EYES ONLY as follows:

10 a. In the case of RECORDS produced pursuant to Rules 26 and 34 of the Federal
11 Rules of Civil Procedure, interrogatory answers, responses to requests for admissions, and the
12 information contained therein, designation shall be made by placing the following legend on any
13 such RECORD prior to production: "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
14 ATTORNEY'S EYES ONLY." In the event that a party was unable to stamp or otherwise designate
15 a RECORD as CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY at
16 the time of its production, that party may, within twenty-one (21) days of becoming able to designate
17 such RECORD, so stamp or otherwise designate the RECORD. In the event that a party
18 inadvertently fails to stamp or otherwise designate a RECORD as CONFIDENTIAL or HIGHLY
19 CONFIDENTIAL ATTORNEY'S EYES ONLY at the time of its production, that party may, after
20 discovery of such error, so stamp or otherwise designate the RECORD.

21 b. In the case of depositions, designation of the portion of the transcript
22 (including exhibits) which contains CONFIDENTIAL or HIGHLY CONFIDENTIAL
23 ATTORNEY'S EYES ONLY shall be made by a statement to such effect on the record in the course
24 of the deposition or, upon review of such transcript by counsel for the party to whose
25 CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY the deponent has
26 had access, said counsel shall designate within twenty-one (21) days after counsel's receipt of the
27 transcript.

1 c. Transcripts of depositions will not be filed with the Court unless it is
2 necessary to do so for purposes of trial, motions for summary judgment, or other matters, and when
3 filed, the parties shall comply with paragraph 14 below.

4 12. A party shall not be obligated to challenge the propriety of a CONFIDENTIAL or
5 HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY designation at the time made, and failure
6 to do so shall not preclude a subsequent challenge thereto. In the event that any party to this
7 litigation disagrees at any stage of these proceedings with such designation, such party shall provide
8 to the producing party written notice of its disagreement with the designation. The parties shall first
9 try to dispose of such dispute in good faith on an informal basis. If the dispute cannot be resolved,
10 the party challenging the designation may request appropriate relief from the Court.

11 13. In the event that any CONFIDENTIAL or HIGHLY CONFIDENTIAL
12 ATTORNEY'S EYES ONLY is to be used in any court proceedings in connection with this
13 litigation, the parties shall request an Order from the Court seeking to seal the documents pursuant to
14 Local Rule 141. If any CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES
15 ONLY is used in any court proceedings in connection with this litigation it shall not lose its
16 CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY status through such
17 use, and the parties shall take all steps reasonably required to protect its confidentiality during such
18 use.

19 14. Nothing in the Court's Order shall preclude any party to the lawsuit, their attorneys or
20 any other person from disclosing or using, in any manner or for any purpose, any RECORDS not
21 obtained in this lawsuit, if such RECORDS are lawfully obtained from a third party, even though the
22 same RECORDS may have been produced in discovery in this lawsuit and designated as
23 CONFIDENTIAL or HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY.

24 15. Nothing in the Court's Order shall preclude any party to the lawsuit or their attorneys
25 (a) from showing RECORDS designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL
26 ATTORNEY'S EYES ONLY to an individual who either prepared or reviewed the RECORDS prior
27 to the filing of this action, or (b) from disclosing or using, in any manner or for any purpose,
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1 RECORDS from the party's own files which the party itself has designated as CONFIDENTIAL or
2 HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY.

3 16. Within sixty (60) days of the termination of litigation between the parties, all
4 CONFIDENTIAL and HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY, and all copies
5 thereof, except such copies which have been filed with the Court, utilized in accordance with the
6 Court's Order, or which are and will continue to be maintained in a secure place pursuant to the
7 continuing obligations of the Court's Order, shall be returned to the party which produced it or shall
8 be destroyed.

9 17. Except as specifically provided herein, the terms, conditions and limitations of the
10 Court's Order shall survive the termination of this action at the option of the designating party.

11 18. The Court's Order is without prejudice to the right of any party to seek relief from the
12 Court, upon good cause shown, from any of the provisions contained in paragraphs 1 through 17,
13 inclusive hereof.

14
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

16
17 Dated: January 25, 2017

BOUTIN JONES INC.

18
19 By: /s/ Bashar Ahmad
MICHAEL E. CHASE
BASHAR AHMAD
Attorneys for Plaintiff

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22 Dated: January 25, 2017

TINGLEY LAW GROUP, PC

23
24 By: /s/ Stephen D. Collins
STEPHEN D. COLLINS
Attorneys for Defendants

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[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: January 26, 2017.



EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE

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ACKNOWLEDGMENT

I hereby acknowledge that I have carefully read the Stipulated Protective Order in the above-captioned case, and that I fully understand the terms of the court’s order, a copy of which is attached. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms. I agree not to disclose information designated thereunder as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEY’S EYES ONLY” to any person not entitled to access to such information. I further agree to use information designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEY’S EYES ONLY” only in connection with this litigation, and not for any other purpose, including business, competitive or governmental purpose or function. I agree that at the conclusion of the action I will return all discovery information to the Party or attorney from whom I received it. I hereby consent to the jurisdiction of the United States District Court for the Eastern District of California, in respect to any proceeding relative to the enforcement of that order, including without limitation, any proceeding related to contempt of court.

EXECUTED this _____ day of _____, 2017, at _____.

Signature: _____

Printed Name: _____

Affiliation: _____

Business Address: _____

Home Address: _____
