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RICHARD MILLS  
14

15 **UNITED STATES DISTRICT COURT**  
16 **EASTERN DISTRICT OF CALIFORNIA**  
17

18 RICHARD MILLS, an individual,

19 Plaintiff,

20 v.

21 ACCENTURE LLP, an Illinois limited liability  
partnership; ACCENTURE LLC, an Illinois  
22 limited liability company; ZENTA MORTGAGE  
SERVICES, LLC, a Delaware limited liability  
23 company; and DOES 1-50 inclusive,

24 Defendants.  
25  
26  
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28

Case No. 2:18-CV-00184-MCE-KJN

**STIPULATION FOR PROTECTIVE  
ORDER**

Complaint Filed: December 5, 2017

District Judge: Hon. Morrison C. England, Jr.

Magistrate  
Judge: Hon. Kendall J. Newman

Trial Date: Not Set

1 IT IS HEREBY STIPULATED, by and between Plaintiff RICHARD MILLS  
2 (“PLAINTIFF”) and DEFENDANTS ACCENTURE LLP, ACCENTURE LLC and ZENTA  
3 MORTGAGE SERVICES, LLC (collectively, “DEFENDANTS”), by and through their respective  
4 counsel of record, as follows:

5 WHEREAS, the Parties expect that discovery in this action will encompass confidential and  
6 proprietary documents and trade secrets of one or more of the Parties, including, without limitation,  
7 employee personnel files, human resources investigation documents, employee performance  
8 evaluations, employee termination documents, training manuals, policies and procedures, business  
9 strategies, internal communications and/or processes or systems, PLAINTIFF’S medical and/or  
10 psychiatric records, communications between PLAINTIFF and his medical providers, and  
11 potentially other non-public information of PLAINTIFF or other individuals.

12 THEREFORE, the Parties request, through this Stipulated Protective Order, that the Court  
13 enter a Protective Order as follows:

14 **I. SCOPE OF, AND PARTICULARIZED NEED FOR, A PROTECTIVE ORDER**

15 A. Pursuant to Civil Local Rule 141.1(c)(1), the types of information eligible for  
16 protection include any information, document, thing, or portion of any document or thing (including  
17 deposition testimony and exhibits thereto) which the producing party otherwise believes in good  
18 faith: (a) contains trade secrets, competitively sensitive technical, marketing, financial, sales,  
19 security features of the party’s products or property or other confidential business information which  
20 the party takes appropriate efforts to keep confidential; (b) contains private or confidential personal  
21 information (including customer information), including, but not limited to, home addresses,  
22 electronic mail addresses, Social Security numbers, financial account numbers, driver's license  
23 numbers, dates of birth, employment information; (c) contains information received in confidence  
24 from third parties; or (d) which the producing party otherwise believes in good faith to be entitled to  
25 protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure (collectively,  
26 “Confidential Information”).

27 B. Pursuant to Civil Local Rule 141.1(c)(2), there is a need to protect each category of  
28 documents, things, or portions of any document or thing referred to in Section I.A, because a party’s

1 trade secrets, confidential, competitive, or proprietary information could be abused if its use were  
2 not limited to this lawsuit. For example, third party competitors could exploit the following types of  
3 confidential information to their advantage were it made public: (1) a party's financial information;  
4 (2) research, development, and technical information and specifications; and (3) customer  
5 information. In some cases, disclosure of this type of confidential information could breach  
6 confidentiality agreements or violate private consumer protection laws.

7 C. Pursuant to Civil Local Rule 141.1(c)(3), the Parties seek a Protective Order, as  
8 opposed to entering into a private agreement, because the proposed Protective Order provides a  
9 mechanism for the resolution of disputes and handling of designated evidence that involves the  
10 Court and this litigation.

11 D. This Order shall not deprive any party of its right to object to discovery by any other  
12 party or on any otherwise permitted ground. This Order is being entered without prejudice to the  
13 right of any party to move the Court for modification or for relief from any of its terms.

14 **II. DESIGNATION**

15 A. Any party to this litigation or any third-party covered by this Order, who produces or  
16 discloses any Confidential Information, including without limitation any information, document,  
17 thing, interrogatory answer, admission, pleading, or testimony, shall mark the same with the  
18 foregoing or similar legend: "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO  
19 PROTECTIVE ORDER" (hereinafter "Confidential Material"). Such designation shall only be  
20 made if the individual making the designation believes in good faith that the material is his, her, or  
21 its Confidential Information which is not otherwise available to the public generally, or is  
22 Confidential Information which the person believes is or may be encompassed by a pre-existing  
23 confidentiality agreement with any other person.

24 B. A party's or a non-party's failure to designate a document as Confidential Material  
25 where the document was produced by another party and designated by the producing party as that  
26 party's Confidential Information shall not be constructed to waive the non-designating party's claim,  
27 with respect to present or future litigation between these or other parties, that the document contains  
28 the non-designating party's Confidential Information. Further, a party may later designate

1 documents as Confidential Material even if previously not designated as such, so long as the party in  
2 good faith determines that such documents would have been designated as such.

3 C. With respect to any depositions or pretrial testimony, or portions thereof, that involve  
4 disclosure of Confidential Material of a party to this action, such party shall have until thirty (30)  
5 days after receipt of the deposition transcript within which to inform all other parties that portions of  
6 the transcript are to be designated Confidential, which period may be extended by agreement of the  
7 parties. No such deposition transcript shall be disclosed to any individual other than the individuals  
8 described in Section III.B (1), (2), (3), (4) and (6) below, and the deponent during these thirty (30)  
9 days, and no individual attending such a deposition shall disclose the contents of the deposition to  
10 any individual other than those described in Section III.B (1), (2), (3), (4) and (6) below during said  
11 thirty (30) days. Upon being informed that certain portions of a deposition are to be designated as  
12 Confidential, all parties shall immediately cause each copy of the transcript in its custody or control  
13 to be appropriately marked and limit disclosure of that transcript in accordance with Sections II.D, E  
14 and H.

15 D. Any party to this litigation and any third-party that designates information,  
16 documents, items or oral or written communications for protection under this Order must take care to  
17 limit any such designation to specific material that qualifies under the appropriate standards. To the  
18 extent it is practical to do so, the designating party must designate for protection only those parts of  
19 material, documents, items, or oral or written communications that qualify—so that other portions of  
20 the material, documents, items, or communications for which protection is not warranted are not  
21 swept unjustifiably within the ambit of this Order.

22 E. If it comes to a designating party's attention that information or items that it  
23 designated for protection do not qualify for protection at all or do not qualify for the level of  
24 protection initially asserted, that designating party must promptly notify all other parties that it is  
25 withdrawing the mistaken designation.

26 F. This Order shall not deprive the Parties of the right to object to the discovery of any  
27 information, document, or thing, or portion of any document or thing which the Parties otherwise  
28 believe in good faith contains extremely sensitive financial, business, or personal information, and

1 should only be seen by counsel under an “ATTORNEYS’ EYES ONLY” designation. The Parties  
2 retain the right to seek a further protective order from the Court should such information be sought  
3 and the other Party retains the right to oppose the withholding from production of any such  
4 information and any request to seek a further protective order on this basis.

5 G. If counsel for a party receiving documents or information designated as Confidential  
6 Material hereunder objects to such designation of any or all of such items, the following procedure  
7 shall apply:

8 1. Counsel for the objecting party shall serve on the designating party or third-  
9 party a written objection to such designation, which shall identify the documents or information in  
10 question. Counsel for the designating party or third-party shall respond in writing to such objection  
11 within ten (10) days, and shall state with particularity the grounds for asserting that the document or  
12 information is Confidential. If no timely written response is made to the objection, the challenged  
13 designation will be deemed to be void. If the designating party or nonparty makes a timely response  
14 to such objection asserting the propriety of the designation, counsel shall then confer in good faith in  
15 an effort to resolve the dispute.

16 2. If a dispute as to a Confidential designation of a document or item of  
17 information cannot be resolved by agreement, the proponent of the designation being challenged  
18 shall present the dispute to the Magistrate Judge within seven (7) court days of the Parties reaching  
19 an impasse or fourteen (14) court days of the initial notice of challenge, whichever is earlier. The  
20 document or information that is the subject of the filing shall be treated as originally designated  
21 pending resolution of the dispute.

22 H. The recipient of any Confidential Material that is provided under this Order shall  
23 maintain the records in a secure and safe area and shall exercise the same standard of due and proper  
24 care with respect to the storage, custody, use and/or dissemination of such records as is exercised by  
25 the recipient with respect to its own Confidential Information.

26 I. No information that is in the public domain or which is already known by the  
27 receiving party through proper means or which is or becomes available to a party from a source  
28 other than the party asserting confidentiality, rightfully in possession of such information on a

1 nonconfidential basis, shall be deemed or considered to be Confidential Information under this  
2 Order.

3 **III. LIMITATIONS ON DISCLOSURE OF CONFIDENTIAL INFORMATION**  
4 **SUBJECT TO THIS ORDER**

5 A. All Confidential Information shall be used by the receiving party solely for purposes  
6 of the prosecution or defense of this action, shall not be used by the receiving party for any business,  
7 commercial, competitive, personal or other purpose, and shall not be disclosed by the receiving party  
8 to anyone other than those set forth in Section III.B, unless and until the restrictions herein are  
9 removed either by written agreement of counsel for the Parties, or by Order of the Court.

10 B. Unless otherwise ordered by the Court or permitted in writing by the designating  
11 party, a receiving party may disclose any information or item designated as Confidential Material  
12 only to:

13 1. Counsel for the Parties, including outside counsel (herein defined as any  
14 attorney at the Parties' outside law firms) and relevant in-house counsel for the Parties, as well as  
15 employees of all such Counsel to whom it is reasonably necessary to disclose the information for this  
16 litigation;

17 2. Experts or consultants of the receiving party to whom disclosure is reasonably  
18 necessary for this litigation, provided they have signed a non-disclosure agreement in the form  
19 attached hereto as Exhibit A;

20 3. Secretarial, paralegal, clerical, duplicating and data processing personnel of  
21 the foregoing;

22 4. The Court and its personnel;

23 5. Any witness may be shown or examined on any information, document or  
24 thing designated as Confidential Material, provided they have signed a non-disclosure agreement in  
25 the form attached hereto as Exhibit A;

26 6. The author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28 7. Vendors retained by or for the Parties to assist in preparing for pretrial  
discovery, trial and/or hearings including, but not limited to, court reporters, litigation support

1 personnel, ESI vendors and consultants, jury consultants, mock jurors, individuals to prepare  
2 demonstrative and audiovisual aids for use in the courtroom or in depositions or mock jury sessions,  
3 as well as their staff, stenographic, and clerical employees whose duties and responsibilities require  
4 access to such materials;

5 8. Mediators and their personnel; and

6 9. The Parties. In the case of parties that are corporations or other business  
7 entities, "party" shall mean executives who are required to participate in decisions with reference to  
8 this lawsuit.

9 C. Confidential Material shall be used only by individuals permitted access to it under  
10 Section III.B. Such Confidential Material, copies thereof, and the information contained therein,  
11 shall not be disclosed in any manner to any other individual, until and unless (a) counsel for the  
12 party asserting confidentiality waives the claim of confidentiality, or (b) the Court orders such  
13 disclosure.

14 D. Upon final conclusion of this litigation, including the expiration of any appeals  
15 thereof, each party or other individual subject to the terms hereof shall be under an obligation to  
16 certify that they have either returned to opposing counsel or destroyed all originals and unmarked  
17 copies of documents and things containing Confidential Material and to destroy, should such source  
18 so request, all copies of Confidential Material that contain and/or constitute attorney work product as  
19 well as excerpts, summaries and digests revealing Confidential Material; provided, however, that  
20 counsel may retain complete copies of all transcripts and pleadings including any exhibits attached  
21 thereto for archival purposes, subject to the provisions of this Protective Order.

22 **IV. FILING DOCUMENTS MARKED CONFIDENTIAL UNDER SEAL**

23 A. In the event any documents designated as Confidential Material are to be used in any  
24 court proceeding in connection with this litigation, the party seeking to submit the Confidential  
25 Material will provide written notice to the party that designated the Confidential Material at least  
26 two court days prior to filing said documents. If the designating party objects to the documents  
27 becoming part of the public record, the party seeking to use such documents must seek an order from  
28 this Court permitting the party to file materials under seal pursuant to Civil Local Rule 141.

1 B. If the Confidential Material is used in a court proceeding in connection with this  
2 litigation it shall not lose its Confidential status through such use, and the parties shall take all steps  
3 reasonably required to protect its confidentiality during such use.

4 **V. SUBPOENA BY OTHER COURTS OR AGENCIES**

5 A. If another court or administrative agency subpoenas or orders production of  
6 documents designated as Confidential Material which a party has obtained under the terms of this  
7 Order, before complying with the subpoenas or orders, such party shall promptly notify the party of  
8 other person who designated the documents of the pendency of the subpoena or order.

9 **VI. MODIFICATION/FURTHER AGREEMENTS**

10 A. This Order may be modified by agreement of the parties, subject to Court approval.  
11 In addition, the Court may modify the Protective Order in the interests of justice and for public  
12 policy reasons.

13  
14 **APPROVED AS TO FORM AND CONTENT**

15  
16 Dated: April 9, 2018

**WILSON TURNER KOSMO LLP**

17  
18 By: /s/ Krystal Weaver  
19 MARISSA L. LYFTOGT  
20 KRYSTAL N. WEAVER  
21 Attorneys for Defendants  
ACCENTURE LLP, ACCENTURE LLC and  
ZENTA MORTGAGE SERVICES, LLC

22 Dated: April 9, 2018

**JML LAW APLC**

23  
24 By: /s/ Mythily Sivarajah (authorized on 4/3/18)  
25 JOSEPH M. LOVRETOVICH  
26 MYTHILY SIVARAJAH  
27 Attorneys for Plaintiff  
28 RICHARD MILLS

1 **SIGNATURE ATTESTATION**

2 I hereby attest that I have obtained the concurrence of Mythily Sivarajah, counsel for  
3 Plaintiff, for the filing of this stipulation.

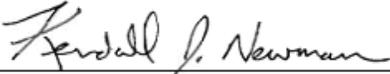
4  
5 /s/ Krystal N. Weaver

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8 **ORDER**

9 The Court hereby adopts the Parties' Stipulated Protective with the following amendments  
10 and clarifications:

- 11
- 12 1. The parties shall comply with the provisions and procedures of Local Rules 140 and 141 with  
13 respect to sealing or redaction requests. To the extent that the parties' stipulation conflicts  
14 with the Local Rules, the Local Rules shall govern.
  - 15 2. Prior to filing any motion related to this stipulated protective order or other discovery  
16 motion, the parties shall first exhaust informal meet-and-confer efforts and otherwise comply  
17 with Local Rule 251.
  - 18 3. Nothing in this order limits the testimony of parties or non-parties, or the use of certain  
19 documents, at any court hearing or trial—such determinations will only be made by the court  
20 at the hearing or trial, or upon an appropriate motion.
  - 21 4. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the  
22 terms of this stipulated protective order after the action is terminated.
- 23

24 Dated: April 9, 2018

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27 KENDALL J. NEWMAN  
28 UNITED STATES MAGISTRATE JUDGE

# EXHIBIT A

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13 Attorneys for Plaintiff  
Richard Mills  
14

15 **UNITED STATES DISTRICT COURT**  
16 **EASTERN DISTRICT OF CALIFORNIA**  
17

18 RICHARD MILLS, an individual,

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21 ACCENTURE LLP, an Illinois limited liability  
partnership; ACCENTURE LLC, an Illinois  
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23 company; and DOES 1-50 inclusive,

24 Defendants.  
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Case No. 2:18-CV-00184-MCE-KJN

**AGREEMENT TO COMPLY WITH  
PROTECTIVE ORDER**

Complaint Filed: December 5, 2017

District Judge: Hon. Morrison C. England, Jr.

Magistrate  
Judge: Hon. Kendall J. Newman

Trial Date: Not Set

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I, \_\_\_\_\_, being duly sworn, state that:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_ and the address of my present employment is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I have carefully read and understood the provisions of the Protective Order in this case signed by the Court, and I will comply with all provisions of that order.

5. I will hold in confidence and not disclose to anyone not qualified under the Order any Confidential Information or any words, summaries, abstracts, or indices of Confidential Information disclosed to me.

6. I will limit use of Confidential Information disclosed to me solely for the purposes of this action.

7. No later than the final conclusion of the case, I will return all Confidential Information and summaries, abstracts, and indices thereof which come into my possession, and documents or things which I have prepared relating thereto, to counsel for the party for whom I was employed or retained.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_, 20\_\_\_\_

Name: