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 Music Express, Inc.

14
 15 **IN THE UNITED STATES DISTRICT COURT**
 16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

17 GERALD GREENE,) CV 09 1015 MMC
 18)
 Plaintiff,)
 19 v.) ~~PROPOSED~~ STIPULATED PROTECTIVE
) ORDER
 20)
 MUSIC EXPRESS SAN FRANCISCO and)
 21 MUSIC EXPRESS, INC.,)
)
 22 Defendants.)
)
 23)
 24)
 25)

26
 27 Whereas the parties, by and through their attorneys of record, stipulate to the following
 28 protective order:

[PROPOSED] STIPULATED PROTECTIVE
 ORDER

1 A. CONFIDENTIAL MATERIAL. As used herein, the term
2 CONFIDENTIAL MATERIAL means the medical records of plaintiff Gerald Greene and the
3 information contained therein. CONFIDENTIAL MATERIAL also means financial, proprietary
4 and/or trade secret documents and the information contained therein.

5 B. DESIGNATION. Any CONFIDENTIAL MATERIAL supplied shall be
6 labeled by the supplying party as "CONFIDENTIAL."

7 C. CHALLENGE TO DESIGNATION. A party shall not be obligated to
8 challenge the propriety of a document's designation at the time made, and a failure to do so shall
9 not preclude a subsequent challenge thereto. In the event that any party disagrees at any stage of
10 these proceedings with the designation of any information, the parties shall try first to resolve
11 such dispute in good faith on an informal basis. If the dispute cannot be resolved, the objecting
12 party may seek appropriate relief from the Court, and the designating party asserting
13 confidentiality shall have the burden of showing the propriety of such designation.

14 D. QUALIFIED PERSON -- CONFIDENTIAL MATERIAL. With respect to
15 "CONFIDENTIAL" MATERIAL, a "QUALIFIED PERSON" is included in one of the following
16 categories: (1) all counsel of record engaged in the litigation of this matter on behalf of a party,
17 including attorneys and their employees assisting in this matter; (2) experts, consultants,
18 investigators, or other non-party agents who are assisting counsel in the litigation of this matter
19 on behalf of a party; or (3) the parties themselves, or in the case where the party is a corporation,
20 corporate officers and directors of the party who are, in the opinion of counsel, necessary to assist
21 counsel in the preparation of this case.

22 E. DISCLOSURE. Any document containing CONFIDENTIAL
23 MATERIAL shall be disclosed only to persons qualified to review such MATERIAL, as
24 specified in paragraphs D, who shall have read this Stipulated Protective Order and who shall
25 agree to be bound by the terms hereof.

26 F. MAINTENANCE IN CONFIDENCE. Any QUALIFIED PERSON to
27 whom any CONFIDENTIAL MATERIAL has been disclosed shall agree to maintain such
28 MATERIAL in confidence and not to reveal any such MATERIAL to anyone other than a person

1 qualified to review such MATERIAL, as specified in paragraphs D.

2 G. USE LIMITED TO LITIGATION OF THIS MATTER. Any QUALIFIED
3 PERSON to whom any CONFIDENTIAL MATERIAL has been disclosed shall agree not to use
4 any such MATERIAL except in connection with the litigation of this case.

5 H. USE IN DEPOSITION. Documents designated as “CONFIDENTIAL”
6 may be used in depositions, subject to the terms of this agreement.

7 I. CUSTODY OF DOCUMENTS CONTAINING CONFIDENTIAL
8 MATERIAL. All documents of any kind containing CONFIDENTIAL MATERIAL, including
9 notes or other records regarding the content thereof, shall be maintained in the custody of counsel
10 of record, THE LEGAL AID SOCIETY – EMPLOYMENT LAW CENTER, and no partial or
11 complete copies thereof shall be retained by anyone else, except that:

12 (1) Parties as referred to in paragraph D(3) may retain “CONFIDENTIAL”
13 MATERIAL to the extent deemed necessary by their respective counsel, provided that parties
14 return such MATERIAL to such counsel once retention is no longer necessary or pursuant to the
15 provisions of paragraph L, whichever comes first.

16 (2) Experts, consultants, investigators, or non-party agents as referred to in
17 paragraph D(2) may retain CONFIDENTIAL MATERIAL on a temporary basis for purposes of
18 study, analysis, and preparation of the case, provided that such an expert, consultant, investigator,
19 or non-party agent returns to the respective counsel said CONFIDENTIAL MATERIAL,
20 including records, notes or copies containing such MATERIAL, upon the completion of the work
21 related thereto, and agrees in writing to be bound by the terms of this Stipulated Protective Order
22 by signing the “Acknowledgement and Agreement to be Bound” that is attached hereto as Exhibit
23 A.

24 J. DEPOSITION TRANSCRIPTS. When CONFIDENTIAL MATERIAL is
25 contained, incorporated or discussed in a deposition transcript, arrangement shall be made with
26 the court reporter to bind the confidential portions of the transcript separately and label it in
27 substantially the following form:

28 CONFIDENTIAL -- SUBJECT TO COURT ORDER. This transcript contains

1 CONFIDENTIAL MATERIAL not to be opened or the contents thereof to be displayed or
2 revealed except by an Order of the Court.

3 Nothing in this paragraph shall prevent the disclosure of such a confidential
4 portion of a deposition transcript to a person qualified to review such a portion, as specified in
5 paragraphs D and E.

6 K. COURT FILINGS. All documents containing CONFIDENTIAL
7 MATERIAL shall be filed in accordance with United States District Court, Northern District of
8 California Civil Local Rule 79-5.

9 L. RESOLUTION OF ACTION. Upon final resolution of this action, the
10 parties shall assemble and return to each supplying party all documents of any kind containing
11 CONFIDENTIAL MATERIAL, including notes or other records regarding the content thereof,
12 except that any such document containing attorney work product may be destroyed rather than
13 returned.

14 M. NO UNAUTHORIZED DISCLOSURE ABSENT COURT ORDER. No
15 unauthorized disclosure of CONFIDENTIAL MATERIAL shall be made, absent a Court Order.

16 N. Nothing herein shall prejudice any party's rights to object to the
17 designation of a document as CONFIDENTIAL MATERIAL, or to object to the introduction of
18 any CONFIDENTIAL MATERIAL into evidence.

19 The parties stipulate to the foregoing:

20 THE LEGAL AID SOCIETY – EMPLOYMENT LAW CENTER

21
22 Dated: September 28, 2009 By: /s/ Jinny Kim
23 Jinny Kim

24 HINSHAW & CULBERTSON LLP

25
26 Dated: September 28, 2009 By: /s/ Angeli C. Aragon
27 Angeli C. Aragon


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IT IS SO ORDERED.

Dated: October 2, 2009

By:


The Honorable Maxine M. Chesney
United States District Court Judge

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I hereby acknowledge that I, _____, am about to receive CONFIDENTIAL MATERIAL related to the case *Gerald Greene v. Music Express San Francisco, et al.* I certify my understanding that such MATERIAL is provided pursuant to the terms and restrictions of the Stipulated Protective Order of _____. I have been given a copy of this Order, have read it, and agree to be bound by the terms thereof. I understand that such CONFIDENTIAL MATERIAL, and any notes or records regarding the content of such MATERIAL, shall not be disclosed to others, except as permitted under the terms of said Stipulated Protective Order.

Dated: _____

Printed Name

Signature