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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JENNIFER M. SANSONE, et al.,
Plaintiff,
v.
CHARTER COMMUNICATIONS, INC.,
et al.,
Defendant.

Case No.: 17-cv-01880-WQH (JLB)

**ORDER GRANTING JOINT
MOTION AND ENTERING
STIPULATED PROTECTIVE
ORDER**

[ECF No. 12]

The Court recognizes that at least some of the documents and information ("materials") being sought through discovery in the above-captioned action are, for competitive reasons, normally kept confidential by the parties. The parties have agreed to be bound by the terms of this Protective Order in this action.

The materials to be exchanged throughout the course of the litigation between the parties may contain trade secret or other confidential research, technical, cost, price, marketing, personnel, or other commercial information, as is contemplated by Federal Rule of Civil Procedure 26(c)(7). The purpose of this Order is to protect the confidentiality of such materials as much as practical during the litigation. Without separate court order, the Protective Order and the parties' stipulation do not change, amend, or circumvent any court rule or local rule. **THEREFORE:**

1 DEFINITIONS

2 1. The term "Confidential Information" will mean and include information
3 contained or disclosed in any materials, including documents, portions of documents,
4 answers to interrogatories, responses to requests for admissions, trial testimony, deposition
5 testimony, and transcripts of trial testimony and depositions, including data, summaries,
6 and compilations derived therefrom that is deemed to be Confidential Information by any
7 party to which it belongs.

8 2. The term "materials" will include, but is not be limited to: documents;
9 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other
10 material that identify customers or potential customers; personnel lists or rosters; price lists
11 or schedules or other matter identifying pricing; minutes; telegrams; letters; statements;
12 cancelled checks; contracts; invoices; drafts; books of account; worksheets; notes of
13 conversations; desk diaries; appointment books; expense accounts; recordings;
14 photographs; motion pictures; compilations from which information can be obtained and
15 translated into reasonably usable form through detection devices; sketches; drawings; notes
16 (including laboratory notebooks and records); reports; instructions; disclosures; other
17 writings; models and prototypes and other physical objects.

18 3. The term "counsel" will mean outside counsel of record, and other attorneys,
19 paralegals, secretaries, and other support staff employed in the law firms identified below:
20 Kabat Chapman & Ozmer LLP, Meservy Law, P.C., and Dente Law, P.C. in-house
21 attorneys for Charter Communications, Inc.

22 GENERAL RULES

23 4. Each party to this litigation that produces or discloses any materials, answers
24 to interrogatories, responses to requests for admission, trial testimony, deposition
25 testimony, and transcripts of trial testimony and depositions, or information that the
26 producing party believes should be subject to this Protective Order may designate the same
27 as "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

28 a. Designation as "CONFIDENTIAL": Any party may designate information as

1 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel that the
2 information is personally sensitive information (such as home addresses, dates of birth,
3 social security numbers, medical records, or similar information) or could be potentially
4 prejudicial to the business or operations of such party such that the unrestricted use and
5 disclosure of such information should not be permitted.

6 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party
7 may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in the
8 good faith belief of such party and its counsel, the information is among that considered to
9 be most sensitive by the party, including but not limited to trade secret or other confidential
10 research, development, financial or other commercial information.

11 5. In the event the producing party elects to produce materials for inspection, no
12 marking need be made by the producing party in advance of the initial inspection. For
13 purposes of the initial inspection, all materials produced will be considered as
14 "CONFIDENTIAL - FOR COUNSEL ONLY," and must be treated as such pursuant to the
15 terms of this Order. Thereafter, upon selection of specified materials for copying by the
16 inspecting party, the producing party must, within a reasonable time prior to producing
17 those materials to the inspecting party, mark the copies of those materials that contain
18 Confidential Information with the appropriate confidentiality marking.

19 6. Whenever a deposition taken on behalf of any party involves a disclosure of
20 Confidential Information of any party:

21 a. the deposition or portions of the deposition must be designated as
22 containing Confidential Information subject to the provisions of this
23 Order; such designation must be made on the record whenever possible,
24 but a party may designate portions of depositions as containing
25 Confidential Information after transcription of the proceedings; [A]
26 party will have until fourteen (14) days after receipt of the deposition
27 transcript to inform the other party or parties to the action of the
28 portions of the transcript to be designated "CONFIDENTIAL" or

1 "CONFIDENTIAL - FOR COUNSEL ONLY."

- 2 b. the disclosing party will have the right to exclude from attendance at
3 the deposition, during such time as the Confidential Information is to
4 be disclosed, any person other than the deponent, counsel (including
5 their staff and associates), the court reporter, and the person(s) agreed
6 upon pursuant to paragraph 8 below; and
- 7 c. the originals of the deposition transcripts and all copies of the
8 deposition must bear the legend "CONFIDENTIAL" or
9 "CONFIDENTIAL - FOR COUNSEL ONLY," as appropriate, and the
10 original or any copy ultimately presented to a court for filing must not
11 be filed unless it can be accomplished under seal, identified as being
12 subject to this Order, and protected from being opened except by order
13 of this Court.

14 7. All Confidential Information designated as "CONFIDENTIAL" or
15 "CONFIDENTIAL FOR COUNSEL ONLY" must not be disclosed by the receiving party
16 to anyone other than those persons designated within this order and must be handled in the
17 manner set forth below and, in any event, must not be used for any purpose other than in
18 connection with this litigation, unless and until such designation is removed either by
19 agreement of the parties, or by order of the Court.

20 8. Information designated "CONFIDENTIAL - FOR COUNSEL ONLY" must
21 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
22 independent experts under the conditions set forth in this Paragraph. The right of any
23 independent expert to receive any Confidential Information will be subject to the advance
24 approval of such expert by the producing party or by permission of the Court. The party
25 seeking approval of an independent expert must provide the producing party with the name
26 and curriculum vitae of the proposed independent expert, and an executed copy of the form
27 attached hereto as Exhibit A, in advance of providing any Confidential Information of the
28 producing party to the expert. Any objection by the producing party to an independent

1 expert receiving Confidential Information must be made in writing within fourteen (14)
2 days following receipt of the identification of the proposed expert. Confidential
3 Information may be disclosed to an independent expert if the fourteen (14) day period has
4 passed and no objection has been made. The approval of independent experts must not be
5 unreasonably withheld.

6 9. Information designated "CONFIDENTIAL" must be viewed only by counsel
7 (as defined in paragraph 3) of the receiving party, by independent experts (pursuant to the
8 terms of paragraph 8), and by the additional individuals listed below, provided each such
9 individual has read this Order in advance of disclosure and has agreed in writing to be
10 bound by its terms:

- 11 a) Executives who are required to participate in policy decisions with
12 reference to this action;
- 13 b) Technical personnel of the parties with whom Counsel for the parties
14 find it necessary to consult, in the discretion of such counsel, in
15 preparation for trial of this action; and
- 16 c) Stenographic and clerical employees associated with the individuals
17 identified above.

18 10. With respect to material designated "CONFIDENTIAL" or
19 "CONFIDENTIAL – FOR COUNSEL ONLY," any person indicated on the face of the
20 document to be its originator, author or a recipient of a copy of the document, may be
21 shown the same.

22 11. All information which has been designated as "CONFIDENTIAL" or
23 "CONFIDENTIAL -FOR COUNSEL ONLY" by the producing or disclosing party, and
24 any and all reproductions of that information, must be retained in the custody of the counsel
25 for the receiving party identified in paragraph 3, except that independent experts authorized
26 to view such information under the terms of this Order may retain custody of copies such
27 as are necessary for their participation in this litigation.

28 12. Before any materials produced in discovery, answers to interrogatories,

1 responses to requests for admissions, deposition transcripts, or other documents which are
2 designated as Confidential Information are filed with the Court for any purpose, the party
3 seeking to file such material must seek permission of the Court to file the material under
4 seal. No document shall be filed under seal unless counsel secures a court order allowing
5 the filing of a document under seal. An application to file a document under seal shall be
6 served on opposing counsel, and on the person or entity that has custody and control of the
7 document, if different from opposing counsel. If the application to file under seal a
8 document designated as confidential is being made by the non-designating party, then,
9 upon request, the designating party must promptly provide the applicant with a legal basis
10 for the confidential designation to include within the application. If opposing counsel, or
11 the person or entity that has custody and control of the document, wishes to oppose the
12 application, he/she must contact the chambers of the judge who will rule on the application,
13 to notify the judge's staff that an opposition to the application will be filed.

14 13. At any stage of these proceedings, any party may object to a designation of
15 the materials as Confidential Information. The party objecting to confidentiality must
16 notify, in writing, counsel for the designating party of the objected-to materials and the
17 grounds for the objection. If the dispute is not resolved consensually between the parties
18 within seven (7) days of receipt of such a notice of objections, the objecting party may
19 move the Court for a ruling on the objection. The materials at issue must be treated as
20 Confidential Information, as designated by the designating party, until the Court has ruled
21 on the objection or the matter has been otherwise resolved.

22 14. All Confidential Information must be held in confidence by those inspecting
23 or receiving it, and must be used only for purposes of this action. Counsel for each party,
24 and each person receiving Confidential Information must take reasonable precautions to
25 prevent the unauthorized or inadvertent disclosure of such information. If Confidential
26 Information is disclosed to any person other than a person authorized by this Order, the
27 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
28 relating to the unauthorized disclosure to the attention of the other parties and, without

1 prejudice to any rights and remedies of the other parties, make every effort to prevent
2 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

3 15. No party will be responsible to another party for disclosure of Confidential
4 Information under this Order if the information in question is not labeled or otherwise
5 identified as such in accordance with this Order.

6 16. If a party, through inadvertence, produces any Confidential Information
7 without labeling or marking or otherwise designating it as such in accordance with this
8 Order, the designating party may give written notice to the receiving party that the
9 document or thing produced is deemed Confidential Information, and that the document or
10 thing produced should be treated as such in accordance with that designation under this
11 Order. The receiving party must treat the materials as Confidential, once the designating
12 party so notifies the receiving party. If the receiving party has disclosed the materials before
13 receiving the designation, the receiving party must notify the designating party in writing
14 of each such disclosure. Counsel for the parties will agree on a mutually acceptable manner
15 of labeling or marking the inadvertently produced materials as "CONFIDENTIAL" or
16 "CONFIDENTIAL - FOR COUNSEL ONLY" - SUBJECT TO PROTECTIVE ORDER.

17 17. Nothing within this order will prejudice the right of any party to object to the
18 production of any discovery material on the grounds that the material is protected as
19 privileged or as attorney work product.

20 18. Nothing in this Order will bar counsel from rendering advice to their clients
21 with respect to this litigation and, in the course thereof, relying upon any information
22 designated as Confidential Information, provided that the contents of the information must
23 not be disclosed.

24 19. This Order will be without prejudice to the right of any party to oppose
25 production of any information for lack of relevance or any other ground other than the mere
26 presence of Confidential Information. The existence of this Order must not be used by
27 either party as a basis for discovery that is otherwise improper under the Federal Rules of
28 Civil Procedure.

1 20. Nothing within this order will be construed to prevent disclosure of
2 Confidential Information if such disclosure is required by law or by order of the Court.

3 21. Upon final termination of this action, including any and all appeals, counsel
4 for each party must, upon request of the producing party, return all Confidential
5 Information to the party that produced the information, including any copies, excerpts, and
6 summaries of that information, or must destroy same at the option of the receiving party,
7 and must purge all such information from all machine-readable media on which it resides.
8 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
9 memoranda, motions, and other documents filed with the Court that refer to or incorporate
10 Confidential Information, and will continue to be bound by this Order with respect to all
11 such retained information. Further, attorney work product materials that contain
12 Confidential Information need not be destroyed, but, if they are not destroyed, the person
13 in possession of the attorney work product will continue to be bound by this Order with
14 respect to all such retained information. Absent an ex parte motion made within 10
15 calendar days of the termination of the case, the parties understand that the Court will
16 destroy any confidential documents in its possession.

17 22. The restrictions and obligations set forth within this order will not apply to
18 any information that: (a) the parties agree should not be designated Confidential
19 Information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
20 parties agree, or the Court rules, has become public knowledge other than as a result of
21 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
22 (d) has come or will come into the receiving party's legitimate knowledge independently
23 of the production by the designating party. Prior knowledge must be established by pre-
24 production documentation.

25 23. The restrictions and obligations within this order will not be deemed to
26 prohibit discussions of any Confidential Information with anyone if that person already has
27 or obtains legitimate possession of that information.

28 24. This Order may be modified by agreement of the parties, subject to approval

1 by the Court.

2 25. The Court may modify the terms and conditions of this Order for good cause,
3 or in the interest of justice, or on its own order at any time in these proceedings. The parties
4 prefer that the Court provide them with notice of the Court's intent to modify the Order and
5 the content of those modifications, prior to entry of such an order.

6
7 Dated: November 7, 2017

DENTE LAW, P.C.
MESERVY LAW, P.C.

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9
10 By: s/ Matthew S. Dente

11 Matthew S. Dente
12 London D. Meservy

13 Attorneys for Plaintiffs

14 Dated: November 7, 2017

Kabat, Chapman & Ozmer LLP

15
16 By: s/ Nathan D. Chapman

17 Michael D. Kabat
18 Joseph W. Ozmer
19 J. Scott Carr
20 Nathan D. Chapman
21 Paul G. Sherman

22 Attorneys for Defendant

23 **IT IS SO ORDERED.**

24 Dated: November 13, 2017

25 
26 Hon. Jill L. Burkhardt
27 United States Magistrate Judge
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 **BY PROTECTIVE ORDER**

4 I, _____ [print or type full name], of
5 _____ [print or type full address],
6 declare under penalty of perjury that I have read in its entirety and understand the
7 Protective Order and Order that was issued by the United States District Court for the
8 Central District of California, on _____, in the case of Jennifer Sansone et
9 al v. Charter Communications, Inc., Case No. 3:17-cv-01880-WQH-JLB.

10 I agree to comply with and to be bound by all the terms of this Protective Order
11 and Order and I understand and acknowledge that failure to so comply could expose
12 me to sanctions and punishment in the nature of contempt. I solemnly promise that
13 I will not disclose in any manner any information or item that is subject to this
14 Protective Order and Order to any person or entity except in strict compliance with
15 the provisions of this Order. I further agree to submit to the jurisdiction of the United
16 States District Court for the Southern District of California, for the purpose of
17 enforcing the terms of this Protective Order and Order, even if such enforcement
18 proceedings occur after termination of this action.

19 I hereby appoint _____ [print or type full name] of
20 _____ [print or type full address
21 and telephone number] as my California agent for service of process in connection
22 with this action or any proceedings related to enforcement of this Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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