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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JOHN EDWARDS, an individual

Plaintiff,

vs.

CORECIVIC OF TENNESSEE, LLC, a
Tennessee limited liability company
doing business in state of California;
CORECIVIC, LLC, a Delaware limited
liability company doing business in the
state of California; CORECIVIC, INC.,
a Maryland corporation doing business
in the state of California; and DOES 1
through 20, inclusive,

Defendants.

Case No. 3:21-cv-00878-H-RBB

**ORDER GRANTING JOINT MOTION
FOR ENTRY OF STIPULATED
PROTECTIVE ORDER [ECF NO. 18]
(AS MODIFIED BY THE COURT);**

STIPULATED PROTECTIVE ORDER

Judge: Hon. Marilyn L. Huff
Ctm.: 15A (15th Flr)

Mag. Judge: Hon. Ruben B.
Brooks
Chambers Rm: Suite 5195

Action Filed: May 6, 2021
Trial Date: None

1 The parties' Joint Motion for Entry of Stipulated Protective Order is GRANTED and
2 the stipulated terms, as set forth in the Joint Motion (see ECF No. 18), are hereby adopted
3 and entered as an order of this Court with the following modifications:

4 Paragraph 13: The phrase "absent further direction from the Court" has been
5 inserted into line five of the paragraph; and

6 Paragraph 22: Deleted.
7

8 **IT IS HEREBY STIPULATED** by and between Plaintiff John Edwards
9 ("Plaintiff") and defendants CoreCivic of Tennessee, LLC, CoreCivic, LLC and
10 CoreCivic, Inc. (collectively "Defendant") (hereinafter referred to individually as
11 "Plaintiff" or Defendant" and collectively as the "Parties"), as follows:

12 In order to facilitate the exchange of information and documents, which may be
13 confidential for competitive reasons and/or privacy protected under federal and/or state
14 laws, the parties have agreed to be bound by the terms of this Stipulated Protective Order
15 ("Order").

16 The materials to be exchanged throughout the course of the litigation between the
17 parties may contain information protected from disclosure by the right to privacy set forth
18 in Article I, Section 1 of the California Constitution and/or trade secret or other confidential
19 research, technical, cost, price, marketing or other commercial information, as is
20 contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this Order
21 is to protect the confidentiality of such materials as much as practical during the litigation.

22 THEREFORE:

23 DEFINITIONS

24 1. The term "confidential information" will mean and include information
25 contained or disclosed in any materials, including documents, portions of documents,
26 answers to interrogatories, responses to requests for admissions, trial testimony, deposition
27 testimony, and transcripts of trial testimony and depositions, including data, summaries,
28 and compilations derived therefrom that is deemed to be confidential information by any

1 party to which it belongs.

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

12 3. The term "counsel" will mean outside counsel of record, and other attorneys,
13 paralegals, secretaries, and other support staff employed in the law firms identified below:
14 Law Office of Zachary S. Schumacher, Ceartas Legal, LLP and Gleason & Favarote, LLP.
15 "Counsel also includes in-house attorneys for Defendant.

16 GENERAL RULES

17 4. Each party to this litigation that produces or discloses any materials, answers
18 to interrogatories, responses to requests for admission, deposition testimony, and
19 depositions, or information that the producing party believes should be subject to this
20 Protective Order may designate the same as "CONFIDENTIAL."

21 a. Designation as "CONFIDENTIAL": Any party may designate information as
22 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
23 unrestricted disclosure of such information could be potentially prejudicial to the business
24 or operations of such party or to the privacy rights of such party.

25 5. Whenever a deposition taken on behalf of any party involves a disclosure of
26 confidential information of any party:

27 a. the deposition or portions of the deposition must be designated as
28 containing confidential information subject to the provisions of this

1 Order; such designation must be made on the record whenever possible,
2 but a party may designate portions of depositions as containing
3 confidential information after transcription of the proceedings.

4 b. the disclosing party will have the right to exclude from attendance at
5 the deposition, during such time as the confidential information is to be
6 disclosed, any person other than the deponent, counsel (including their
7 staff and associates), the court reporter, and the person(s) agreed upon
8 pursuant to paragraph 7 below; and

9 c. the originals of the deposition transcripts and all copies of the
10 deposition must bear the legend "CONFIDENTIAL" and the original
11 or any copy ultimately presented to a court for filing must not be filed
12 unless it can be accomplished under seal, identified as being subject to
13 this Order, and protected from being opened except by order of this
14 Court.

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

20 7. Information designated "confidential" shall be permitted only to the
21 following:

- 22 a) The Court;
- 23 b) Counsel identified in paragraph 3, including their affiliated attorneys,
24 paralegals, secretarial and clerical staff
- 25 c) Executives who are required to participate in policy decisions with
26 reference to this action;

- 1 d) Technical personnel of the parties with whom Counsel for the parties
2 find it necessary to consult, in the discretion of such counsel, in
3 preparation for trial of this action;
- 4 e) Stenographic and clerical employees associated with the individuals
5 identified above;
- 6 f) Any deposition, trial or hearing witness who previously had access to
7 the “confidential” information, or who is currently or was previously
8 an officer, director, partner, member, employee or agent of an entity
9 that has had access to the “confidential” information;
- 10 g) Mock jury participants, provided, however, that prior to the disclosure
11 of “confidential” information to any such mock jury participant,
12 counsel for the Party making the disclosure shall deliver a copy of this
13 Protective Order to such person, shall explain that such person is bound
14 to follow the terms of such Order, and shall secure the signature of such
15 person on a statement in the form attached hereto as Exhibit A;
- 16 h) Outside experts or expert consultants consulted by the undersigned
17 Parties or their counsel in connection with this matter, whether or not
18 retained to testify at any oral hearing; provided, however, that prior to
19 the disclosure of “confidential” information to any such expert or expert
20 consultant, counsel for the Party making the disclosure shall deliver a
21 copy of this Protective Order to such person, shall explain its terms to
22 such person, and shall secure the signature of such person on a
23 statement in the form attached hereto as Exhibit A;
- 24 i) Mediators;
- 25 j) Plaintiff and representatives of Defendant; and
- 26 k) Any other person that the Designating Party agrees to in writing.

27 8. With respect to material designated "CONFIDENTIAL" any person indicated
28 on the face of the document to be its originator, author or a recipient of a copy of the

1 document, may be shown the same.

2 9. All information which has been designated as "CONFIDENTIAL" by the
3 producing or disclosing party, and any and all reproductions of that information, must be
4 retained in the custody of the counsel for the receiving party identified in paragraph 3,
5 except that independent experts authorized to view such information under the terms of
6 this Order may retain custody of copies such as are necessary for their participation in this
7 litigation.

8 10. Before any materials produced in discovery, answers to interrogatories,
9 responses to requests for admissions, deposition transcripts, or other documents which are
10 designated as confidential information are filed with the Court for any purpose, the party
11 seeking to file such material must seek permission of the Court to file the material under
12 seal.

13 11. No items will be electronically filed under seal without a prior application to,
14 and order from, the judge presiding over the hearing or trial. Only when the judge presiding
15 over the hearing or trial permits filing an item or items under seal may confidential material
16 be filed with the Court under seal.

17 12. Whenever the Court grants a party permission to file an item under seal, a
18 duplicate disclosing all nonconfidential information shall be filed and made part of the
19 public record. The item may be redacted to eliminate confidential material from the public
20 document. The public document shall be titled to show that it corresponds to an item filed
21 under seal, e.g., "Redacted Copy of Sealed Declaration of John Smith in Support of Motion
22 for Summary Judgment." The public redacted documents shall be filed within twenty-four
23 hours of the Court order authorizing the filing of a document under seal.

24 13. At any stage of these proceedings, any party may object to a designation of
25 the materials as confidential information. The party objecting to confidentiality must
26 notify, in writing, counsel for the designating party of the objected-to materials and the
27 grounds for the objection. In the event Counsel for the Designating Party does not agree to
28 withdraw its claim of Confidentiality, absent further direction from the Court, Counsel for

1 the Designating Party shall have sixty (60) days from receipt of the notice in which to seek
2 a further protective order from the Court with respect to the information at issue. The
3 burden shall be on the Designating Party to justify the designation of the information as
4 “Confidential.” All challenged information for which a protective order is not sought
5 within this sixty (60)-day period shall thereafter not be accorded “Confidential” treatment
6 under the terms of this Protective Order, unless and until otherwise ordered by the Court.
7 This sixty (60)-day period may be reduced or extended by Court Order or by written
8 stipulation of Counsel. The “Confidential” status of the information at issue shall be
9 maintained until final ruling by the Court on any application for protective order. the Court
10 has ruled on the objection or the matter has been otherwise resolved.

11 14. All confidential information must be held in confidence by those inspecting
12 or receiving it, and must be used only for purposes of this action. Counsel for each party,
13 and each person receiving confidential information must take reasonable precautions to
14 prevent the unauthorized or inadvertent disclosure of such information. If confidential
15 information is disclosed to any person other than a person authorized by this Order, the
16 party responsible for the unauthorized disclosure must immediately bring all pertinent facts
17 relating to the unauthorized disclosure to the attention of the other parties and, without
18 prejudice to any rights and remedies of the other parties, make every effort to prevent
19 further disclosure by the party and by the person(s) receiving the unauthorized disclosure.

20 15. No party will be responsible to another party for disclosure of confidential
21 information under this Order if the information in question is not labeled or otherwise
22 identified as such in accordance with this Order.

23 16. Any Party who inadvertently fails to identify information as “Confidential”
24 shall have ten business (10) days from the date of discovery of the oversight to correct such
25 failure. Such failure shall be corrected by providing written notice of the error and
26 substituted copies of the inadvertently produced information. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure the information is
28 treated in accordance with the provisions of this Protective Order. If the receiving party

1 has disclosed the materials before receiving the designation, the receiving party must notify
2 the designating party in writing of each such disclosure. Counsel for the parties will agree
3 on a mutually acceptable manner of labeling or marking the inadvertently produced
4 materials as "CONFIDENTIAL".

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

8 18. Nothing in this Order will bar counsel from rendering advice to their clients
9 with respect to this litigation and, in the course thereof, relying upon any information
10 designated as confidential information, provided that the contents of the information must
11 not be disclosed.

12 19. This Order will be without prejudice to the right of any party to oppose
13 production of any information for lack of relevance or any other ground other than the mere
14 presence of confidential information. The existence of this Order must not be used by either
15 party as a basis for discovery that is otherwise improper under the Federal Rules of Civil
16 Procedure.

17 20. Nothing within this order will be construed to prevent disclosure of
18 confidential information if such disclosure is required by law or by order of the Court.

19 21. Upon final termination of this action, including any and all appeals, counsel
20 for each party must, upon request of the producing party, return all confidential information
21 to the party that produced the information, including any copies, excerpts, and summaries
22 of that information, or must destroy same at the option of the receiving party, and must
23 purge all such information from all machine-readable media on which it resides.
24 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,
25 memoranda, motions, and other documents filed with the Court that refer to or incorporate
26 confidential information, and will continue to be bound by this Order with respect to all
27 such retained information. Further, attorney work product materials that contain
28 confidential information need not be destroyed, but, if they are not destroyed, the person

1 in possession of the attorney work product will continue to be bound by this Order with
2 respect to all such retained information.

3 22. [Deleted by Court.]

4 23. The restrictions and obligations set forth within this order will not apply to
5 any information that: (a) the parties agree should not be designated confidential
6 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
7 parties agree, or the Court rules, has become public knowledge other than as a result of
8 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
9 (d) has come or will come into the receiving party's legitimate knowledge independently
10 of the production by the designating party. Prior knowledge must be established by pre-
11 production documentation.


12 24. The restrictions and obligations within this order will not be deemed to
13 prohibit discussions of any confidential information with anyone if that person already has
14 or obtains legitimate possession of that information.

15 25. Transmission by email or some other currently utilized method of
16 transmission is acceptable for all notification purposes within this Order.

17 26. This Order may be modified by agreement of the parties, subject to approval
18 by the Court.

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

23 IT IS SO ORDERED this 9th day of December, 2021.

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25 _____
26 Hon. Ruben B. Brooks
27 U.S. Magistrate Judge
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EXHIBIT A

EXHIBIT A

CERTIFICATE RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ [NAME],

_____ [POSITION AND EMPLOYER], am about to receive Confidential information supplied in connection with the proceeding entitled John Edwards v. CoreCivic of Tennessee LLC, United States District Court – Southern District Case No. 3:21-cv-00878-H-RBB. I certify that I understand that the Confidential information is provided to me subject to the terms and restrictions of the Stipulated Protective Order entered in this Proceeding. I have been given a copy of the Stipulated Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential information, as defined in the Stipulated Protective Order, including any notes or other records that may be made regarding any such materials, shall not be disclosed to anyone except as expressly permitted by the Stipulated Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential information obtained pursuant to this Stipulated Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential information provided to me in the proceeding in a secure manner, and that all copies of such Information is to remain in my personal custody until termination of my participation in this proceeding, whereupon the copies of such Information will be returned to counsel who provided me with such Information.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct. Executed this ___ day of _____, 20___, at _____.

DATED: _____ BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number