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8 *Attorneys for Defendant Alta-Dena Certified Dairy, LLC*

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10  
11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**

14 JUAN PEREZ, on behalf of himself and  
15 those similarly situated,

16 Plaintiffs,

17 v.

18 ALTA-DENA CERTIFIED DAIRY,  
19 LLC, a Delaware Limited Liability  
20 Company; and DOES 1 through 10,  
inclusive,

21 Defendants.  
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Case No. CV 13-04335 R (FFMx)

*Assigned to the Hon. Manuel L. Real*

**CLASS ACTION**

**STIPULATED PROTECTIVE  
ORDER**

1 WHEREAS, the Court finds that good cause exists for issuance of this  
2 Protective Order (“Order”) pursuant to Rule 26 (c) of the Federal Rules of Civil  
3 Procedure to establish a procedure for use and/or disclosure of Confidential  
4 Information and to govern the inadvertent production of Privileged Information, as  
5 those terms are defined herein, and that entry of this Order is appropriate.

6 **THEREFORE, IT IS HEREBY ORDERED THAT:**

7 Certain materials, information, Documents (as defined in paragraph 1 below)  
8 or testimony (collectively “Discovery Materials”) produced or given by the parties  
9 or non-parties in the course of pre-trial discovery or used or produced at trial in this  
10 action will involve disclosure of confidential, proprietary, financial, technical,  
11 scientific, personnel, and business information (“Confidential Information”).  
12 Moreover, despite the reasonable precautions taken by the parties, Confidential  
13 Information and/or documents protected by the attorney-client privilege, attorney  
14 work product or any other privilege (“Privileged Information”) may be  
15 inadvertently disclosed. Accordingly, the parties agree that the following  
16 provisions shall govern disclosure and use of all such Discovery Materials  
17 containing Confidential Information and the return of inadvertently disclosed  
18 Privileged Information.

19 1. As used herein, “Documents” shall include data (including electronic  
20 data) and any other material (and their contents) produced through discovery by the  
21 parties, as well as any portion of a transcript of a deposition or other proceeding,  
22 exhibit, affidavit, declaration, answers to interrogatories, or responses to request for  
23 admissions.

24 2. Confidential Information may be found in, but not limited to, all or any  
25 of the following specifically designated “Confidential” or “Confidential –  
26 Attorney’s Eyes Only” Documents and the content thereof: (a) Documents,  
27 depositions or testimony, responses to written discovery, and any other information  
28 or material produced or otherwise made available to the parties in this action; (b)

1 copies, extracts, reports, studies, notes, complete or partial summaries and other  
2 Documents or materials made or prepared from Confidential Information except  
3 that it shall exclude attorney work product; and (c) transcripts, exhibits and other  
4 pleadings or writings that summarize or otherwise disclose Confidential  
5 Information.

6 3. Each Party or non-party that designates information or items for  
7 protection under this Order must take care to attempt to limit any such designation  
8 to specific material that qualifies as “Confidential” or “Confidential – Attorney’s  
9 Eyes Only.” If it comes to a Party’s or a non-party’s attention that information or  
10 items that it designated for protection do not qualify for protection, that Party or  
11 non-party must promptly notify all other parties that it is withdrawing the mistaken  
12 designation.

13 This Order covers Documents and/or information or material designated by  
14 the disclosing party or non-party (hereinafter, the “Source”) as containing or  
15 consisting of Confidential Information. Any Source may, in good faith, designate  
16 any such materials or portions thereof as being subject to the provisions of this  
17 Order by means of a stamp or other designation on the Document of the word  
18 “Confidential” or “Confidential – Attorney’s Eyes Only.”

19 4. The parties shall apply the designation “Confidential” to information  
20 or materials that the Source in good faith believes to constitute a trade secret,  
21 proprietary business information, private personnel information and/or data, and/or  
22 any information that implicates or may implicate the privacy rights of the Source  
23 and/or a third party, and that is not otherwise publicly available, except that the  
24 foregoing shall not apply to any Document that is in the public domain as a result of  
25 a violation of any duty, law or agreement.

26 5. The parties shall apply the designation “Confidential – Attorney’s  
27 Eyes Only” only to a limited amount of Confidential Information that the producing  
28 party is obligated, by agreement or statutory obligation or the privacy rights of any

1 third-party, to keep confidential in a manner consistent with that designation, such  
2 that the producing party has a reasonable basis for concluding that the protections  
3 afforded to documents designated “Confidential” would not be adequate.

4 6. In designating materials, Documents or portions thereof as  
5 “Confidential” or “Confidential – Attorney’s Eyes Only” the Source shall mark  
6 every page and/or significant component, which contains Confidential Information  
7 with the appropriate “Confidential” or “Confidential – Attorney’s Eyes Only”  
8 stamp. Transcripts of deposition or other testimony shall be designated by  
9 reference to the page and lines being designated. Designation shall be made at the  
10 time such materials are produced or given, except that: (a) in the case of testimony  
11 upon deposition or hearing, such designations shall be made within twenty (20)  
12 business days after the transcript of such deposition or hearing is available; and (b)  
13 a reasonable extension of any applicable time period hereunder may be agreed to in  
14 writing among counsel for the respective parties. Designations may be withdrawn  
15 by the Source at any time.

16 7. Unless otherwise ordered by the Court, any Document or material  
17 designated by any source as containing Confidential Information shall be  
18 safeguarded and shall not be disclosed by non-designating counsel, except, subject  
19 to the provision of this Order, to:

20 a. the named Plaintiff, Juan Perez, unless the Confidential  
21 Information has been designated “Confidential – Attorney’s Eyes Only.” If the  
22 Confidential Information in question has been so designated, this subparagraph  
23 shall not authorize its disclosure to such party.

24 b. Defendant Alta-Dena Certified Dairy, LLC, including but not  
25 limited to its inside counsel, including paralegals, clerical or other support staff or  
26 services and any officers, directors, managers, supervisors or other employees with  
27 responsibilities related to the subject matter of this litigation unless the Confidential  
28 Information has been designated “Confidential – Attorney’s Eyes Only.” If the

1 Confidential Information in question has been so designated, this subparagraph  
2 shall not authorize its disclosure to such party.

3 c. counsel of record for the party to whom such Documents or  
4 materials are produced or given, including co-counsel of record and the legal  
5 associates, paralegals, clerical or other support staff or services of such counsel or  
6 co-counsel assigned to assist such counsel in the preparation of this litigation;

7 d. the Court, including any Court personnel, stenographers or other  
8 persons involved in taking or transcribing court or deposition testimony in this  
9 action, and members of the jury, provided that any Confidential Information  
10 submitted or filed with the Court shall be placed under seal subject to the provisions  
11 of Paragraphs 14 and 15 below, except that when possible, only confidential  
12 portions of filings with the Court shall be filed under seal;

13 e. any court reporter (including audio and video) involved in this  
14 action;

15 f. independent experts or consultants who have been consulted or  
16 retained by counsel in this action to furnish technical or expert services or to give  
17 technical or expert testimony in the trial of this action, provided that such expert or  
18 consultant signs the Undertaking attached to this Order as Exhibit A,  
19 acknowledging that he or she has read a copy of this Order and agrees to be bound  
20 by its terms;

21 g. copying, imaging, computer services and/or litigation support  
22 services provided that all Confidential Information and/or Documents, including  
23 copies thereof whether in hard copy or electronic form, are retrieved by the  
24 furnishing party upon completion of any such copying, imaging and computer  
25 services;

26 h. special masters or mediators;

27 i. the direct staff of persons designated in paragraphs 7 (f), (g) and  
28 (h), subject to any conditions enumerated therein;

1 j. any deposition witness;

2 k. any other Person upon written consent from counsel for the  
3 party which produced or gave such Document(s), provided that such person signs  
4 the Undertaking in the form attached to this Order as Exhibit A, acknowledging that  
5 he or she has read a copy of this Order and agrees to be bound by its terms.

6 8. Confidential Information designated “Confidential – Attorney’s Eyes  
7 Only” may be disclosed only to persons described in ¶ 7, subparagraphs c, d, e, f, g,  
8 h and i and to deposition witnesses only as provided in paragraph 10 below.

9 9. Nothing in this Order shall prevent any party from producing any  
10 Document or information in his, her or its possession in response to a lawful  
11 subpoena or other compulsory process, provided that written notice shall be given  
12 to all other parties at least ten (10) business days prior to the return date of the  
13 subpoena or other compulsory process seeking discovery of the designated  
14 materials.

15 10. Subject to the terms of this Order any party may utilize Confidential  
16 Information designated as “Confidential” in the course of a deposition provided  
17 that, prior to his or her examination, the witness is furnished a copy of this Order  
18 and has executed the Undertaking attached to this Order as Exhibit A. Any party  
19 may utilize Confidential Information designated as “Confidential – Attorney’s Eyes  
20 Only” in the course of a deposition provided that the deponent either prepared or  
21 reviewed the “Confidential – Attorney’s Eyes Only” document prior to its  
22 production and prior to his or her examination, the witness is furnished a copy of  
23 this Order and has executed the Undertaking attached to this Order as Exhibit A. If  
24 a deponent refuses to sign the Undertaking, disclosure of such information to the  
25 witness during the deposition shall not be a waiver of confidentiality and shall not  
26 prevent examination of the witness on Documents or other information containing  
27 Confidential Information. Such witness shall not be allowed to retain copies of  
28 either the Confidential Information or any portions of their deposition transcript

1 containing Confidential Information. If disclosure of Confidential Information is  
2 opposed, nothing in this Paragraph 10 shall preclude a party from continuing the  
3 deposition until the matter can be raised before and ruled upon by the Court.

4 11. The parties agree to take reasonable precautions to prevent disclosure  
5 of Confidential Information without the “Confidential” or “Confidential –  
6 Attorney’s Eyes Only” designation provided for in this Order. However, it is  
7 possible that inadvertent or mistaken disclosures will still be made, despite all  
8 reasonable precautions. If Documents containing Confidential Information are  
9 inadvertently or mistakenly disclosed, the parties agree that the Source may request  
10 the return of such Documents or materials within ten (10) business days after the  
11 discovery of their inadvertent or mistaken disclosure to allow the designation of the  
12 Documents or materials as Confidential Information consistent with the provisions  
13 of this Order. If the receiving party fails to return such Documents or materials, the  
14 Source may move the Court for an Order compelling their return.

15 12. If Confidential Information is made an exhibit to or the subject of  
16 examination during a deposition, arrangements shall be made (a) to bind separately  
17 said exhibits, as well as confidential portions of the transcript or pleading and (b) to  
18 place them in a sealed envelope appropriately marked.

19 13. Nothing in this Order shall prevent either party from using Documents  
20 designated as “Confidential” or “Confidential – Attorney’s Eyes Only” or from  
21 referring to or reciting any information contained in such materials, in connection  
22 with the litigation in this matter including any hearing, motion, brief, trial, or other  
23 proceeding in this action, provided the relevant portions of Paragraph 14 and 15  
24 below are complied with in full.

25 14. Any party filing pleadings, motions, or other papers with the Court that  
26 contain or make reference to Confidential Information shall file an Application and  
27 Order to Seal seeking to have the Confidential Information filed under seal pursuant  
28 to Local Rule 79-5 and following the procedures outlined therein.



1           15. Nothing herein shall prevent a receiving party from challenging any  
2 designation of a Document as “Confidential” or “Confidential – Attorney’s Eyes  
3 Only.” The receiving party may file written notice to the Source requesting  
4 withdrawal of the designation. The Source who designated the material shall have  
5 fifteen (15) business days from the date on which the request was made to respond.  
6 If the Source refuses to withdraw the designation or fails to respond to the request  
7 within that time, the receiving party may apply to the Court for an order declaring  
8 that the Document is not appropriately designated. Notwithstanding a challenge or  
9 application to the Court pursuant to Paragraph 15, all Documents designated as  
10 “Confidential” or “Confidential – Attorney’s Eyes Only” shall be subject to this  
11 Order until the Source withdraws the designation or until the Court determines that  
12 the Document is not appropriately designated as “Confidential” or “Confidential –  
13 Attorney’s Eyes Only.”

14           16. Within ninety (90) days after the final determination of this action (*i.e.*,  
15 after all appellate rights have been exhausted), all Documents designated as  
16 containing Confidential Information and all copies thereof shall, upon written  
17 request, be returned to counsel for the Source who initially produced such  
18 Documents (unless previously permanently discarded, in which case, counsel for  
19 the receiving party shall certify in writing to counsel for the Source that such  
20 Documents have been permanently discarded), provided that copies may be kept by  
21 counsel of any pleading, brief or Document submitted to the Court, deposition  
22 and/or trial transcripts and exhibits thereto and correspondence subject to this  
23 Order.

24           17. The parties further agree to take reasonable precautions to prevent the  
25 inadvertent or mistaken disclosure of Documents containing Privileged  
26 Information. The parties further agree that “reasonable precautions” shall include,  
27 by way of example and not limitation, a multi-level review of documents for  
28 production, including searching for and gathering documents from offices,



1 businesses and other locations where responsive information might be located and  
2 having lawyers or paralegals carefully review the documents for Privileged  
3 Information, redacting those portions of Documents where only a portion is  
4 protected and preparing detailed privilege logs reflecting any withheld material.

5 Despite all reasonable precautions, the parties recognize that inadvertent or  
6 mistaken disclosures of Privileged Information may still be made. If Documents  
7 containing Privileged Information are inadvertently or mistakenly disclosed, the  
8 parties agree that the following procedure shall govern:

9 a. The Source shall promptly advise the receiving party of the  
10 disclosure and shall recall any such inadvertently disclosed Documents by making a  
11 request of the receiving party for their return.

12 b. If a receiving party becomes aware that a Source inadvertently  
13 or mistakenly disclosed Documents containing Privileged Information, the  
14 receiving party shall promptly advise the Source in writing of the disclosure and  
15 return the Documents and any and all copies to the Source.

16 For purposes of this Paragraph 17, the Parties agree that the return of  
17 inadvertently or mistakenly disclosed Documents shall be reasonably prompt if  
18 returned within fifteen (15) business days after the Source or receiving party learns  
19 of the inadvertent or mistaken disclosure. If the receiving party fails to return such  
20 Documents or materials, the Source may move the Court for an Order compelling  
21 their return. Notwithstanding a motion to the Court, all Documents containing  
22 Privileged Information that are inadvertently or mistakenly disclosed shall be  
23 subject to this Order until the Source withdraws its request for their return or until  
24 the Court determines that the Document is not appropriately claimed as Privileged  
25 Information.

26 18. This Order may be amended by written agreement between counsel for  
27 the parties, subject to approval of the Court, or may be modified by motion to the  
28 Court.

1           19. This Order shall survive the termination of this litigation. The Court  
2 shall retain jurisdiction, even after the termination of this litigation, to enforce this  
3 Order.

4           20. The parties have agreed that Defendant will allow Plaintiff access to  
5 all discovery in the prior related case of *de la Cueva v. Alta-Dena Certified Dairy,*  
6 *LLC, et al.*, CV 12-1804-GHK (CWx) (the “DLC matter”). This includes, but is  
7 not limited to, discovery marked confidential under the protective order in the DLC  
8 matter. Except for Defendant’s agreement that Plaintiff can use discovery from the  
9 DLC matter in the present matter, the use of that discovery will be pursuant to the  
10 terms of the protective order in the DLC matter and this protective order, which  
11 mirrors the one used in the DLC matter.

12           21. Defendant’s agreement set out in paragraph 20 is conditioned on  
13 Plaintiff’s agreement to the following:

14           a. Until a decision on class certification is issued, Plaintiff will not  
15 propound additional written discovery other than what has already been served in  
16 this matter and agrees not to take any depositions;

17           b. If class certification is denied, the only additional discovery  
18 Plaintiff may seek is that which is unique to his individual claims, or upon a  
19 showing of good cause to the Court that additional discovery is needed beyond that  
20 already taken in the DLC matter; and

21           c. If class certification is granted, Plaintiff can take additional  
22 discovery permitting under the applicable rules that is not duplicative of discovery  
23 already taken in the DLC matter.

1 DATED: September 9, 2013

THE LAW OFFICES OF  
TIMOTHY B. McCAFFREY, JR.

2  
3 By /s/ Natasha Chesler  
4 Natasha Chesler

5 Attorneys for Plaintiff  
6 Juan Perez

7 DATED: September 9, 2013

SUSMAN GODFREY L.L.P.

8  
9 By: /s/ Genevieve Vose Wallace

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*Attorneys for Defendant*

25 **IT IS SO ORDERED.**

26 Dated: September 10, 2013

27 HON. MANUEL L. REAL  
28 United States District Judge

