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20 *Attorneys for Defendants* **COMPUTER SCIENCES**  
21 **CORPORATION, DXC TECHNOLOGY COMPANY,**  
22 *and* **SERVICEMESH, INC.**

23 **UNITED STATES DISTRICT COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 BRADLEY TWYNHAM, an individual,

26 Plaintiff,

27 vs.

28 COMPUTER SCIENCES  
CORPORATION, a Nevada corporation,  
DXC TECHNOLOGY COMPANY, a  
Nevada corporation; SERVICEMESH,  
INC., a Delaware corporation,

Defendants.

Case No.: 2:17-cv-08107 SVW JEM

[Hon. Stephen V. Wilson]

[Hon. John E. McDermott,  
Magistrate Judge]

~~[PROPOSED]~~ **AGREED  
PROTECTIVE ORDER**

**[DISCOVERY MATTER]**

1    **1.    PURPOSE AND LIMITS OF THIS ORDER**

2           Discovery in this action is likely to involve confidential, proprietary, or  
3 private information requiring special protection from public disclosure and from use  
4 for any purpose other than this litigation. Thus, the Court enters this Protective  
5 Order. This Order applies to production of information by parties and non-parties.  
6 This Order does not confer blanket protections on all disclosures or responses to  
7 discovery, and the protection it gives from public disclosure and use extends only to  
8 the specific material entitled to confidential treatment under the applicable legal  
9 principles. This Order does not automatically authorize the filing under seal of  
10 material designated under this Order. Instead, the parties must comply with L.R. 79-  
11 5.1 if they seek to file anything under seal. This Order does not govern the use at  
12 trial of material designated under this Order.

13    **2.    DESIGNATING PROTECTED MATERIAL**

14           **2.1    Over-Designation Prohibited.** Any party or non-party who designates  
15 information or items for protection under this Order as “CONFIDENTIAL” or  
16 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” must only designate  
17 specific material that qualifies under the appropriate standards. To the extent  
18 practicable, only those parts of documents, items, or oral or written communications  
19 that require protection shall be designated. Designations with a higher  
20 confidentiality level when a lower level would suffice are prohibited. Mass,  
21 indiscriminate, or routinized designations are prohibited. Unjustified designations  
22 expose the designator to sanctions, including the Court’s striking all confidentiality  
23 designations made by that designator. Designation under this Order is allowed only  
24 if the designation is necessary to protect material that, if disclosed to persons not  
25 authorized to view it, would cause competitive or other recognized harm. Material  
26 may not be designated if it has been made public, or if designation is otherwise  
27 unnecessary to protect a secrecy interest. If a designator learns that information or  
28 items that it designated for protection do not qualify for protection at all or do not

1 qualify for the level of protection initially asserted, that designator must promptly  
2 notify all parties that it is withdrawing the mistaken designation.

3       **2.2 Manner and Timing of Designations.** Except for electronically stored  
4 information produced in native format and testimony given in deposition or other  
5 proceeding, designation under this Order requires the designator to affix the  
6 applicable legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEY EYES ONLY”) to each page that contains protected material. For  
8 electronically stored information produced in native format, designation under this  
9 Order requires the designator to include the applicable legend (“CONFIDENTIAL”  
10 or “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”) in the file or  
11 directory name, in a metadata field of a database load file, or on the media  
12 containing the information (*e.g.*, CD-ROM, DVD). For testimony given in  
13 deposition or other proceeding, the designator shall specify all protected testimony  
14 and the level of protection being asserted. It may make that designation during the  
15 deposition or proceeding, or may invoke, on the record or by written notice to all  
16 parties on or before the next business day, a right to have up to 21 days from the  
17 deposition or proceeding to make its designation.

18       **2.2.1** A party or non-party that makes original documents or materials  
19 available for inspection need not designate them for protection until after the  
20 inspecting party has identified which material it would like copied and  
21 produced. During the inspection and before the designation, all material shall  
22 be treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.  
23 After the inspecting party has identified the documents it wants copied and  
24 produced, the producing party must designate the documents, or portions  
25 thereof, that qualify for protection under this Order.

26       **2.2.2** Parties shall give advance notice if they expect a deposition or  
27 other proceeding to include designated material so that the other parties can  
28 ensure that only authorized individuals are present at those proceedings when

1 such material is disclosed or used. The use of a document as an exhibit at a  
2 deposition shall not in any way affect its designation. Transcripts containing  
3 designated material shall have a legend on the title page noting the presence  
4 of designated material, and the title page shall be followed by a list of all  
5 pages (including line numbers as appropriate) that have been designated, and  
6 the level of protection being asserted. The designator shall inform the court  
7 reporter of these requirements. Any transcript that is prepared before the  
8 expiration of the 21-day period for designation shall be treated during that  
9 period as if it had been designated HIGHLY CONFIDENTIAL –  
10 ATTORNEY EYES ONLY unless otherwise agreed. After the expiration of  
11 the 21-day period, the transcript shall be treated only as actually designated.

12 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to  
13 designate does not, standing alone, waive protection under this Order. Upon timely  
14 assertion or correction of a designation, all recipients must make reasonable efforts  
15 to ensure that the material is treated according to this Order.

16 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 All challenges to confidentiality designations shall proceed under L.R. 37-1  
18 through L.R. 37-4.

19 **4. ACCESS TO DESIGNATED MATERIAL**

20 **4.1 Basic Principles.** A receiving party may use designated material only  
21 for this litigation and not for any other purpose, including any business or  
22 commercial purpose, or any other litigation or proceeding. Designated material may  
23 be disclosed only to the categories of persons and under the conditions described in  
24 this Order. This Order has no effect upon, and shall not apply to, a designator's use  
25 or disclosure of its own designated material for any purpose. Nothing herein shall  
26 prevent a designator from disclosing its own designated material.

27 **4.2 Disclosure of CONFIDENTIAL Material Without Further**  
28 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the

1 designator, a receiving party may disclose any material designated

2 CONFIDENTIAL only to:

3           **4.2.1** The receiving party's outside counsel of record in this action  
4 and employees of outside counsel of record to whom disclosure is reasonably  
5 necessary;

6           **4.2.2** Plaintiff, when he is the receiving party, and the officers,  
7 directors, and employees of Defendants to whom disclosure is reasonably  
8 necessary, when they are the receiving party;

9           **4.2.3** Experts retained by the receiving party's outside counsel of  
10 record to whom disclosure is reasonably necessary, and who have signed the  
11 Agreement to Be Bound (Exhibit A);

12           **4.2.4** The Court and its personnel;

13           **4.2.5** Outside court reporters and their staff;

14           **4.2.6** Professional jury or trial consultants, mock jurors, and  
15 professional vendors to whom disclosure is reasonably necessary, and who  
16 have signed the Agreement to Be Bound (Exhibit A);

17           **4.2.7** In preparation for or during their depositions, witnesses in the  
18 action to whom disclosure is reasonably necessary and who have signed the  
19 Agreement to Be Bound (Exhibit A); and

20           **4.2.8** The author or recipient of a document containing the material, or  
21 a custodian or other person who otherwise possessed or knew the information.

22           **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES**

23 **ONLY Without Further Approval.** Unless permitted in writing by the designator,  
24 a receiving party may disclose material designated HIGHLY CONFIDENTIAL –  
25 ATTORNEY EYES ONLY without further approval only to:

26           **4.2.1** The receiving party's outside counsel of record in this action and  
27 employees of outside counsel of record to whom disclosure is reasonably  
28 necessary;

1           **4.2.2** Experts retained by the receiving party's outside counsel of  
2 record to whom disclosure is reasonably necessary, and who have signed the  
3 Agreement to Be Bound (Exhibit A);

4           **4.2.3** The Court and its personnel;

5           **4.2.4** Outside court reporters and their staff;

6           **4.2.5** Professional jury or trial consultants, mock jurors, and  
7 professional vendors to whom disclosure is reasonably necessary, and who  
8 have signed the Agreement to Be Bound (Exhibit A);

9           **4.2.6** In preparation for or during their depositions, witnesses in the  
10 action to whom disclosure is reasonably necessary); and

11           **4.2.7** The author or recipient of a document containing the material, or  
12 a custodian or other person who otherwise possessed or knew the information.

13           **4.4 Procedures for Approving or Objecting to Disclosure of HIGHLY**  
14 **CONFIDENTIAL – ATTORNEY EYES ONLY Material to In-House Counsel**  
15 **or Experts.** Unless agreed to in writing by the designator:

16           **4.4.1** A receiving party seeking to disclose to in-house counsel any  
17 material designated HIGHLY CONFIDENTIAL – ATTORNEY EYES  
18 ONLY must first make a written request to the designator providing the full  
19 name of the in-house counsel, the city and state of such counsel's residence,  
20 and such counsel's current and reasonably foreseeable future primary job  
21 duties and responsibilities in sufficient detail to determine present or potential  
22 involvement in any competitive decision-making.

23           **4.4.3** A receiving party that makes a request and provides the  
24 information specified in paragraphs 4.4.1 or 4.4.2 may disclose the designated  
25 material to the identified in-house counsel or expert unless, within seven days  
26 of delivering the request, the party receives a written objection from the  
27 designator providing detailed grounds for the objection.

28

1                   **4.4.4** All challenges to objections from the designator shall proceed  
2 under L.R. 37-1 through L.R. 37-4.

3 **5.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION**

5                   **5.1     Subpoenas and Court Orders.** This Order in no way excuses non-  
6 compliance with a lawful subpoena or court order. The purpose of the duties  
7 described in this section is to alert the interested parties to the existence of this  
8 Order and to give the designator an opportunity to protect its confidentiality interests  
9 in the court where the subpoena or order issued.

10                  **5.2     Notification Requirement.** If a party is served with a subpoena or a  
11 court order issued in other litigation that compels disclosure of any information or  
12 items designated in this action as CONFIDENTIAL or HIGHLY CONFIDENTIAL  
13 – ATTORNEY EYES ONLY that party must:

14                   **5.2.1** Promptly notify the designator in writing. Such notification shall  
15 include a copy of the subpoena or court order;

16                   **5.2.2** Promptly notify in writing the party who caused the subpoena or order  
17 to issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject to this Order. Such notification shall include a  
19 copy of this Order; and

20                   **5.2.3** Cooperate with all reasonable procedures sought by the designator  
21 whose material may be affected.

22                  **5.3     Wait For Resolution of Protective Order.** If the designator timely  
23 seeks a protective order, the party served with the subpoena or court order shall not  
24 produce any information designated in this action as CONFIDENTIAL or HIGHLY  
25 CONFIDENTIAL – ATTORNEY EYES ONLY before a determination by the court  
26 where the subpoena or order issued, unless the party has obtained the designator's  
27 permission. The designator shall bear the burden and expense of seeking protection  
28 of its confidential material in that court.

1 **6. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

2 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
3 designated material to any person or in any circumstance not authorized under this  
4 Order, it must immediately (1) notify in writing the designator of the unauthorized  
5 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
6 designated material, (3) inform the person or persons to whom unauthorized  
7 disclosures were made of all the terms of this Order, and (4) use reasonable efforts  
8 to have such person or persons execute the Agreement to Be Bound (Exhibit A).

9 **7. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
10 **PROTECTED MATERIAL**

11 When a producing party gives notice that certain inadvertently produced  
12 material is subject to a claim of privilege or other protection, the obligations of the  
13 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
14 This provision is not intended to modify whatever procedure may be established in  
15 an e-discovery order that provides for production without prior privilege review  
16 pursuant to Federal Rule of Evidence 502(d) and (e).

17 **8. FILING UNDER SEAL**

18 Without written permission from the designator or a Court order, a party may  
19 not file in the public record in this action any designated material. A party seeking to  
20 file under seal any designated material must comply with L.R. 79-5.1. Filings may  
21 be made under seal only pursuant to a court order authorizing the sealing of the  
22 specific material at issue. The fact that a document has been designated under this  
23 Order is insufficient to justify filing under seal. Instead, parties must explain the  
24 basis for confidentiality of each document sought to be filed under seal. Because a  
25 party other than the designator will often be seeking to file designated material,  
26 cooperation between the parties in preparing, and in reducing the number and extent  
27 of, requests for under seal filing is essential. If a receiving party's request to file  
28 designated material under seal pursuant to L.R. 79-5.1 is denied by the Court, then



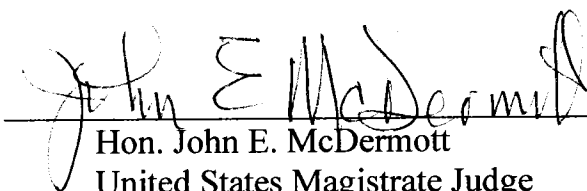
1 the receiving party may file the material in the public record unless (1) the  
2 designator seeks reconsideration within four days of the denial, or (2) as otherwise  
3 instructed by the Court.

4 **9. FINAL DISPOSITION**

5 Within 60 days after the final disposition of this action, each party shall return  
6 all designated material to the designator or destroy such material, including all  
7 copies, abstracts, compilations, summaries, and any other format reproducing or  
8 capturing any designated material. The receiving party must submit a written  
9 certification to the designator by the 60-day deadline that (1) identifies (by category,  
10 where appropriate) all the designated material that was returned or destroyed, and  
11 (2) affirms that the receiving party has not retained any copies, abstracts,  
12 compilations, summaries, or any other format reproducing or capturing any of the  
13 designated material. This provision shall not prevent counsel from retaining an  
14 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain designated material. Any such archival copies remain subject to  
18 this Order.

19 IT IS SO ORDERED.

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21  
22 DATED: October 17, 2018

  
\_\_\_\_\_  
Hon. John E. McDermott  
United States Magistrate Judge

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**EXHIBIT A**  
**AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Bradley Twynham v. Computer Sciences Corporation, et al.*, Case No.: 2:17-cv-08107 SVW JEM. I agree to comply with and to be bound by all the terms of this Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment for contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing this Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]