

Dorothy L. Black (SBN 211260)
Arcelia N. Magaña (SBN 312422)
JACKSON LEWIS P.C.
225 Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 573-4900
Facsimile: (619) 573-4901
dorothy.black@jacksonlewis.com
arcelia.magana@jacksonlewis.com

Attorneys for Defendant
HLT CONRAD DOMESTIC, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SALVADOR CHAVEZ, in his representative
capacity on behalf of the State of California and
fellow Aggrieved Employees,

Plaintiffs,

vs.

HTL CONRAD DOMESTIC, LLC, a Delaware
limited liability company; and DOES 1 through
50, Inclusive,

Defendants.

Case No.: 37-2020-00016193-CU-OE-CTL

[Assigned for all purposes to Hon. John S. Meyer,
Dept. C-64]

REPRESENTATIVE ACTION

**STIPULATED CONFIDENTIALITY
AGREEMENT AND [PROPOSED]
PROTECTIVE ORDER**

E-FILE

Complaint filed: May 26, 2020
FAC filed: August 20, 2020
Trial Date: Not Assigned

IT IS HEREBY STIPULATED by and between Plaintiff SALVADOR CHAVEZ (“Plaintiff”) and Defendant HLT CONRAD DOMESTIC, LLC (“Defendant”) (collectively, “the Parties”), by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which contain personal and sensitive medical information, private personnel records, confidential trade secrets, and/or confidential financial, commercial, proprietary, or otherwise non-public information, and/or which may be subject to confidentiality limitations on disclosure due to federal

laws, state laws, and privacy rights, the Parties stipulate as follows:

1. In this Stipulation and Protective Order, the words set forth below shall have the following meanings:

a. “Proceeding” means the above-entitled proceeding, San Diego County Case No.: 37-2020-00016193-CU-OE-CTL.

b. “Court” means the Hon. John S. Meyer, or any other judge to which this Proceeding may be assigned, including Court staff participating in such proceedings.

c. “Confidential” or “Confidential, Attorneys’ Eyes Only” means any information which is in the possession of a Designating Party who believes in good faith that such information is entitled to confidential treatment under applicable law.

d. “Confidential Materials” means any Material that a Party properly designates as “Confidential, Attorneys’ Eyes Only” or “Confidential” as provided by this Protective Order.

e. “Designating Party” means the Party that designates Materials as “Confidential, Attorneys’ Eyes Only” or “Confidential.”

f. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or make available Materials, or any part thereof, or any information contained therein.

g. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those terms are defined by California Evidence Code sections 250, 255, and 260, which have been produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or summaries of all or any part of the foregoing.

h. “Information” means the content of Documents or Testimony.

i. “Testimony” means all depositions, declarations or other testimony taken or used in this Proceeding.

2. Designation of Material as “Confidential, Attorneys’ Eyes Only” – The Parties may designate as “Confidential, Attorneys’ Eyes Only” any Material that a Party or non-party in good faith reasonably believes is so sensitive or confidential that in order to protect the reasonable interests of the producing Party in maintaining the confidentiality of such information, the disclosure of such information must be limited to the persons identified pursuant to the Protective Order. “Confidential, Attorneys’ Eyes

1 Only” Material includes, by way of example only, highly sensitive personal, business, or medical
2 information, including but not limited to third-party personnel information, commercially sensitive
3 financial information, proprietary technical or business information, non-publicly disclosed strategic
4 business plans, and other confidential personnel materials.

5 3. Designation of Material as “Confidential” – The Parties may designate as “Confidential”
6 any Material that a Party or non-party in good faith reasonably believes contains proprietary, confidential,
7 private, or commercially sensitive information that should be subject to the terms of this Protective Order.
8 For purposes of this Protective Order, “Confidential” Material is Material which has not been made public
9 and the disclosure of which may violate the right of privacy of the Parties, the right of privacy of third
10 parties, or the right of the Parties to protect their confidential proprietary business or personal information.
11 Notwithstanding the foregoing, Confidential Material shall not include information or documents
12 produced or disclosed that are or become, without violating this Protective Order and apart from
13 production or disclosure in connection with this Action, a matter of public record or publicly available by
14 law or otherwise.

15 4. The entry of this Stipulation and Protective Order does not alter, waive, modify, or
16 abridge any right, privilege, or protection otherwise available to any Party with respect to the discovery
17 of matters, including but not limited to any Party’s right to assert the attorney-client privilege, the
18 attorney work product doctrine, or other privileges, or any Party’s right to contest any such assertion.

19 5. Any Documents, Testimony, or Information to be designated as “Confidential” or
20 “Confidential, Attorneys’ Eyes Only” must be clearly so designated before the Document, Testimony, or
21 Information is Disclosed or produced. The Parties may agree that the case name and number are to be
22 part of the “Confidential” or “Confidential, Attorneys’ Eyes Only” designation. The “Confidential” or
23 “Confidential, Attorneys’ Eyes Only” designation should not obscure or interfere with the legibility of
24 the designated Information.

25 a. For Documents (apart from transcripts of depositions or other pretrial or trial
26 proceedings), the Designating Party must affix the legend “Confidential” or “Confidential, Attorneys’
27 Eyes Only” on each page of any Document containing such designated Confidential Material.

28 ///

1 b. For Testimony given in depositions the Designating Party: Deposition Testimony
2 shall be designated “Confidential” or “Confidential, Attorneys’ Eyes Only”: (a) at the taking of the
3 deposition by a statement on the record, by counsel at the time of such disclosure; or (b) by written notice
4 sent to counsel of record for all Parties thereof within ten (10) business days of receipt of the deposition
5 transcript, identifying the specific pages thereof designated as “Confidential” or “Confidential, Attorneys’
6 Eyes Only.” In both of the foregoing instances, counsel for the Designating Party shall direct that the
7 legend “Confidential” or “Confidential, Attorneys’ Eyes Only” be affixed to the portions of the original
8 and all copies of the transcript containing any Confidential Material. The Parties shall not permit
9 deposition transcripts to be distributed to persons beyond those specified in paragraphs 8-9 below until
10 the relevant period for the designation has expired.

11 c. For Information produced in some form other than Documents, and for any other
12 tangible items, including, without limitation, compact discs or DVDs, the Designating Party must affix
13 in a prominent place on the exterior of the container or containers in which the Information or item is
14 stored the legend “Confidential” or “Confidential, Attorneys’ Eyes Only.” If only portions of the
15 Information or item warrant protection, the Designating Party, to the extent practicable, shall identify the
16 “Confidential” or “Confidential, Attorneys’ Eyes Only” portions.

17 6. The inadvertent production by any of the undersigned Parties or non-Parties to
18 the Proceedings of any Document, Testimony, or Information during discovery in this Proceeding without
19 a “Confidential” or “Confidential, Attorneys’ Eyes Only” designation, shall be without prejudice to
20 any claim that such item is “Confidential” or “Confidential, Attorneys’ Eyes Only” and such Party
21 shall not be held to have waived any rights by such inadvertent production. In the event that any
22 Document, Testimony, or Information that is subject to a “Confidential” or “Confidential, Attorneys’
23 Eyes Only” designation is inadvertently produced without such designation, the Party that inadvertently
24 produced the document shall give written notice of such inadvertent production within twenty (20)
25 business days of discovery of the inadvertent production, together with a further copy of the
26 subject Document, Testimony, or Information designated as “Confidential” or “Confidential, Attorneys’
27 Eyes Only” (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice,
28 the Party that received the inadvertently produced Document, Testimony, or Information shall promptly

1 destroy the inadvertently produced Document, Testimony, or Information and all copies thereof, or, at the
2 expense of the producing Party, return such together with all copies of such Document, Testimony, or
3 Information to counsel for the producing Party and shall retain only the “Confidential” or “Confidential,
4 Attorneys’ Eyes Only” designated Materials. Should the receiving Party choose to destroy such
5 inadvertently produced Document, Testimony, or Information, the receiving Party shall notify the
6 producing Party in writing of such destruction within twenty-one (21) calendar days of receipt of
7 written notice of the inadvertent production. This provision is not intended to apply to any inadvertent
8 production of any Information protected by attorney-client or work product privileges. In the event that
9 this provision conflicts with any applicable law regarding waiver of confidentiality through the inadvertent
10 production of Documents, Testimony, or Information, such law shall govern.

11 7. In the event that counsel for a Party receiving Documents, Testimony or
12 Information in discovery designated as “Confidential” or “Confidential, Attorneys’ Eyes Only” objects
13 to such designation with respect to any or all of such items, said counsel shall advise counsel for the
14 Designating Party, in writing, of such objections, the specific Documents, Testimony, or Information to
15 which each objection pertains, and the specific reasons and support for such objections (the “Designation
16 Objections”). Counsel for the Designating Party shall have thirty (30) calendar days from receipt of
17 the written Designation Objections to either (a) agree in writing to de-designate Documents, Testimony,
18 or Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the Court
19 seeking to uphold any or all designations on Documents, Testimony, or Information addressed by the
20 Designation Objections (the “Designation Motion”). Pending a resolution of the Designation Motion by
21 the Court, any and all existing designations on the Documents, Testimony, or Information at issue in
22 such Motion shall remain in place. The Designating Party shall have the burden on any Designation
23 Motion of establishing the applicability of its “Confidential” or “Confidential, Attorneys’ Eyes Only”
24 designation. In the event that the Designation Objections are neither timely agreed to nor timely
25 addressed in the Designation Motion, then such Documents, Testimony, or Information shall be de-
26 designated in accordance with the Designation Objection applicable to such material.

27 8. Access to and/or Disclosure of Confidential Materials designated as “Confidential” shall
28 be permitted only to the following persons:

1 a. The Parties and directors or employees of the Parties assisting counsel for the
2 purposes of this Action;

3 b. The Court and its staff and administrative personnel, the jury, and Court reporters,
4 videographers, and stenographers employed to take depositions, and any essential personnel retained by
5 the Court;

6 c. (1) Attorneys of record in the Proceedings and their affiliated attorneys,
7 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the
8 Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties and
9 the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each non-
10 lawyer given access to Confidential Materials shall be advised that such Materials are being Disclosed
11 pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not
12 be Disclosed other than pursuant to its terms;

13 d. those officers, directors, partners, members, employees, and agents of all non-
14 designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution and
15 defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential Materials
16 to any such officer, director, partner, member, employee or agent, counsel for the Party making the
17 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain
18 that such person is bound to follow the terms of such Order, and shall secure the signature of such
19 person on a statement in the form attached hereto as Exhibit A;

20 e. any deposition, trial or hearing witness in this Proceeding who previously has had
21 access to the Confidential Materials, or who is currently or was previously an officer, director, partner,
22 member, employee, or agent of an entity that has had access to the Confidential Materials;

23 f. any deposition or non-trial hearing witness in this Proceeding who previously did
24 not have access to the Confidential Materials; provided, however, that each such witness given access
25 to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are
26 subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other
27 than pursuant to its terms;

28 ///

1 g. mock jury participants, provided, however, that prior to the Disclosure of
2 Confidential Materials to any such mock jury participant, counsel for the Party making the Disclosure
3 shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such person
4 is bound to follow the terms of such Order, and shall secure the signature of such person on a statement
5 in the form attached hereto as Exhibit A.

6 h. outside experts or expert consultants consulted by the undersigned Parties or their
7 counsel in connection with this Proceeding, whether or not retained to testify at any oral hearing;
8 provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert
9 consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and
10 Protective Order to such person, shall explain its terms to such person, and shall secure the signature
11 of such person on a statement in the form attached hereto as Exhibit A. It shall be the obligation of
12 counsel, upon learning of any breach or threatened breach of this Stipulation and Protective Order by
13 any such expert or expert consultant, to promptly notify counsel for the Designating Party of such breach
14 or threatened breach; and

15 i. Mediators – Mediators and settlement judges;

16 j. Authors/Recipients – Any authors or recipients of the Confidential Material, or
17 anyone who counsel for the Party believes, in good faith, had access to the Confidential Material;

18 k. any other person that the Designating Party agrees to in writing.

19 9. Disclosure of “Confidential, Attorneys Eyes Only” Material – The information
20 designated as “Confidential, Attorneys Eyes Only,” pursuant to paragraph 2 of this Stipulation shall not
21 be disclosed to any other person or entity without a Court Order, except to:

22 a. The Court and its staff and administrative personnel, the jury, and Court reporters,
23 videographers, and stenographers employed to take depositions, and any essential personnel retained by
24 the Court;

25 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,
26 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the
27 Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties and the
28 paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each non-

lawyer given access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be Disclosed other than pursuant to its terms;

c. outside experts or expert consultants consulted by the undersigned Parties or their counsel in connection with this Proceeding, whether or not retained to testify at any oral hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain its terms to such person, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation and Protective Order by any such expert or expert consultant, to promptly notify counsel for the Designating Party of such breach or threatened breach; and;

d. Mediators – Mediators and settlement judges;

e. Authors/Recipients – Any authors or recipients of the Confidential Material, or anyone who counsel for the Party believes, in good faith, had access to the Confidential Material; and

f. mock jury participants, provided, however, that prior to the Disclosure of Confidential Materials to any such mock jury participant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain that such person is bound to follow the terms of such Order, and shall secure the signature of such person on a statement in the form attached hereto as Exhibit A

g. Others – Any other person only upon order of the Court or upon stipulation of the Parties.

10. No documents or Confidential Materials may be used by the persons receiving them for any reason other than the prosecution or defense of claims in, or the settlement of, this Proceeding.

11. Any Party to the Proceeding (or other person subject to the terms of this Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties to the Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

12. Entering into, agreeing to, and/or complying with the terms of this Stipulation and Protective Order shall not:

1 a. operate as an admission by any person that any particular Document, Testimony,
2 or Information marked “Confidential” or “Confidential, Attorneys’ Eyes Only”” contains or reflects trade
3 secrets, proprietary, confidential or competitively sensitive business, commercial, financial or personal
4 information; or

5 b. prejudice in any way the right of any Party (or any other person subject to the terms
6 of this Stipulation and Protective Order):

7 i. to seek a determination by the Court of whether any particular
8 Confidential Material should be subject to protection as “Confidential”
9 or “Confidential, Attorneys’ Eyes Only” under the terms of this Stipulation
10 and Protective Order; or

11 ii. to seek relief from the Court on appropriate notice to all other
12 Parties to the Proceeding from any provision(s) of this Stipulation and
13 Protective Order, either generally or as to any particular Document,
14 Material, or Information.

15 13. Any Party to the Proceeding who has not executed this Stipulation and Protective Order
16 as of the time it is presented to the Court for signature may thereafter become a Party to this Stipulation
17 and Protective Order by its counsel’s signing and dating a copy thereof and filing the same with the
18 Court, and serving copies of such signed and dated copy upon the other Parties to this Stipulation and
19 Protective Order.

20 14. Any Information that may be produced by a non-Party witness in discovery in the
21 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as
22 “Confidential” or “Confidential, Attorneys’ Eyes Only” under the terms of this Stipulation and Protective
23 Order, and any such designation by a non-Party shall have the same force and effect, and create the
24 same duties and obligations, as if made by one of the undersigned Parties hereto. Any such designation
25 shall also function as a consent by such producing Party to the authority of the Court in the
26 Proceeding to resolve and conclusively determine any motion or other application made by any person
27 or Party with respect to such designation, or any other matter otherwise arising under this Stipulation and
28 Protective Order.

1 15. If any person subject to this Stipulation and Protective Order who has custody of any
2 Confidential Materials receives a subpoena or other process (“Subpoena”) from any government or other
3 person or entity demanding production of Confidential Materials, the recipient of the Subpoena shall
4 promptly give notice of the same by electronic mail transmission, followed by either express mail or
5 overnight delivery to counsel of record for the Designating Party, and shall furnish such counsel with a
6 copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its sole discretion and
7 at its own cost, move to quash or limit the Subpoena, otherwise oppose production of the Confidential
8 Materials, and/or seek to obtain confidential treatment of such Confidential Materials from the
9 subpoenaing person or entity to the fullest extent available under law. The recipient of the Subpoena
10 may not produce any Documents, Testimony, or Information pursuant to the Subpoena prior to the date
11 specified for production on the Subpoena.

12 16. Nothing in this Stipulation and Protective Order shall be construed to preclude either Party
13 from asserting in good faith that certain Confidential Materials require additional protection. The Parties
14 shall meet and confer to agree upon the terms of such additional protection.

15 17. If, after execution of this Stipulation and Protective Order, any Confidential Materials
16 submitted by a Designating Party under the terms of this Stipulation and Protective Order is Disclosed
17 by a non-Designating Party to any person other than in the manner authorized by this Stipulation and
18 Protective Order, the non-Designating Party responsible for the Disclosure shall bring all pertinent
19 facts relating to the Disclosure of such Confidential Materials to the immediate attention of the
20 Designating Party.

21 18. This Stipulation and Protective Order is entered into without prejudice to the right of any
22 Party to knowingly waive the applicability of this Stipulation and Protective Order to any
23 Confidential Materials designated by that Party. If the Designating Party uses Confidential Materials in a
24 non-Confidential manner, then the Designating Party shall advise that the designation no longer applies.

25 19. Where any Confidential Materials, or Information derived from Confidential Materials, is
26 included in any motion or other proceeding governed by California Rules of Court, Rules 2.550 and
27 2.551, the party shall follow those rules.

28 20. The Parties shall meet and confer regarding the procedures for use of Confidential

1 Materials at trial and shall move the Court for entry of an appropriate order.

2 21. Nothing in this Stipulation and Protective Order shall affect the admissibility into
3 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to
4 pursue other appropriate judicial action with respect to any ruling made by the Court concerning the issue
5 of the status of Protected Material.

6 22. This Stipulation and Protective Order shall continue to be binding after the conclusion
7 of this Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party may
8 seek the written permission of the Designating Party or may move the Court for relief from the provisions
9 of this Stipulation and Protective Order. To the extent permitted by law, the Court shall retain jurisdiction
10 to enforce, modify, or reconsider this Stipulation and Protective Order, even after the Proceeding is
11 terminated.

12 23. Upon written request made within thirty (30) calendar days after the settlement or other
13 termination of the Proceeding, the undersigned Parties shall have sixty (60) calendar days to
14 either (a) promptly return to counsel for each Designating Party all Confidential Materials and all
15 copies thereof (except that counsel for each Party may maintain in its files, in continuing compliance
16 with the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading
17 filed with the Court (and one copy of each deposition together with the exhibits marked at the
18 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and certification
19 of destruction or other disposition of such Confidential Materials, or (c) as to any Documents,
20 Testimony, or other Information not addressed by sub-paragraphs (a) and (b), file a motion seeking a
21 Court order regarding proper preservation of such Materials. To the extent permitted by law the Court
22 shall retain continuing jurisdiction to review and rule upon the motion referred to in sub-paragraph (c)
23 herein.

24 24. After this Stipulation and Protective Order has been signed by counsel for all Parties, it
25 shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with
26 regard to any Confidential Materials that have been produced before the Court signs this Stipulation
27 and Protective Order.

28 ///

1 25. The Parties and all signatories to the Certification attached hereto as Exhibit A agree to
2 be bound by this Stipulation and Protective Order pending its approval and entry by the Court. In the
3 event that the Court modifies this Stipulation and Protective Order, or in the event that the Court enters a
4 different Protective Order, the Parties agree to be bound by this Stipulation and Protective Order until
5 such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the
6 terms of this Stipulation and Protective Order pending its entry so as to allow for immediate production
7 of Confidential Materials under the terms herein.

8 26. Any Party seeking enforcement of this Protective Order against any other Party may
9 petition the Court by properly noticed motion, pursuant to this Court's rules, including a concise statement
10 of the specific relief sought.

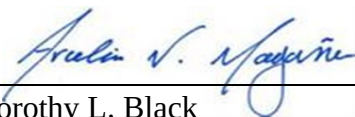
11 This Stipulation and Protective Order may be executed in counterparts.

12
13 **IT IS SO STIPULATED.**

14
15 DATED: November 6, 2020

JACKSON LEWIS P.C.

16
17 By:

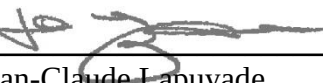


Dorothy L. Black
Arcelia N. Magaña
Attorneys for Defendant
HLT CONRAD DOMESTIC, LLC

18
19
20
21
22 DATED: November 2, 2020

JCL LAW FIRM, APC

23
24 By:



Jean-Claude Lapuyade
Shani O. Zakay
Attorneys for Plaintiff
SALVADOR CHAVEZ

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ (name),

(position and employer), am about to receive
Confidential Materials supplied in connection with the Proceeding, San Diego County Case No. 37-2020-
00016193-CU-OE-CTL. I certify that I understand that the Confidential Materials are provided to me
subject to the terms and restrictions of the Stipulation and Protective Order; I have read it, and I agree to
be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and 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 Stipulation and Protective Order. I will not copy or use,
except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this
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 Materials provided to me in
the Proceeding in a secure manner, and that all copies of such Materials are to remain in my personal
custody until termination of my participating in this Proceeding, whereupon the copies of such Materials
will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
true and correct. Executed this _____ day of _____ (month), 2020 at

(city), California.

By: _____
Sign Name

Print Name

4850-6516-7558, v. 1

ORDER

GOOD CAUSE APPEARING the Court hereby approves this Stipulation and Protective Order.
IT IS SO ORDERED.

Dated: _____ By: _____
HON. JOHN S. MEYER

4850-4526-7664, v. 1