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FILED
 Superior Court of California
 County of Los Angeles

NOV 19 2019

Sherrri R. Carter, Executive Officer/Clerk of Court
 By Dejane Wortham, Deputy
 Dejane Wortham

Attorneys for Plaintiff Mayra Jones

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

BY FAX

MAYRA JONES, individually, and on behalf of other members of the general public similarly situated and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

LA LIVE THEATRE, LLC, a Delaware limited liability company; L.A. ARENA COMPANY, LLC, a Delaware limited liability company; ANSCHUTZ ENTERTAINMENT GROUP, INC., a Colorado corporation; and DOES 1 through 10, inclusive; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BC687908

CLASS ACTION & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*

[Assigned for all purposes to Hon. Ann I. Jones]

~~PROPOSED~~ STIPULATION AND PROTECTIVE ORDER

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Attorneys for Defendants LA LIVE THEATRE, LLC,
L.A. ARENA COMPANY, LLC, and ANSCHUTZ
ENTERTAINMENT GROUP, INC.

1 **IT IS HEREBY STIPULATED** by and between Plaintiff Mayra Jones (“Plaintiff”) and
2 Defendants LA Live Theatre, LLC, L.A. Arena Company, LLC, and Anschutz Entertainment
3 Group, Inc. (“Defendants”) (together with Plaintiff, the “Parties”), by and through their
4 respective counsel of record, that in order to facilitate the exchange of information and
5 documents which may be subject to confidentiality limitations on disclosure due to federal laws,
6 state laws, and privacy rights, the Parties stipulate as follows:

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

9 a. “Proceeding” means the above-entitled proceeding, Los Angeles County
10 Superior Court Case No. BC687908.

11 b. “Court” means the Hon. Ann I. Jones or any other judge to which this
12 Proceeding may be assigned, including Court staff participating in such proceedings.

13 c. “Confidential” means any information which is in the possession of a
14 Designating Party who believes in good faith that such information is entitled to confidential
15 treatment under applicable law.

16 d. “Confidential Materials” means any Documents, Testimony or
17 Information as defined below designated as “Confidential” pursuant to the provisions of this
18 Stipulation and Protective Order.

19 e. “Designating Party” means the Party that designates Materials as
20 “Confidential.”

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

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

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

28 i. “Testimony” means all depositions, declarations or other testimony taken

1 or used in this Proceeding.

2 j. "Termination of the Proceeding" means the end of this litigation. The
3 instant litigation is at an end when (i) a final judgment has been entered by the Court or the case
4 has otherwise been dismissed with prejudice; (ii) the time for any objection to or request for
5 reconsideration of such a judgment or dismissal has expired; (iii) all available appeals have
6 concluded or the time for such appeals has expired; and (iv) any post appeal proceedings have
7 themselves concluded.

8 2. The Designating Party shall have the right to designate as "Confidential" any
9 Documents, Testimony or Information that the Designating Party in good faith believes to
10 contain non-public information that is entitled to confidential treatment under applicable law.

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

16 4. Any Documents, Testimony or Information to be designated as "Confidential"
17 must be clearly so designated before the Document, Testimony or Information is Disclosed or
18 produced. The "Confidential" designation should not obscure or interfere with the legibility of
19 the designated Information.

20 a. For Documents (apart from transcripts of depositions or other pretrial or
21 trial proceedings), the Designating Party must affix the legend "Confidential" on each page of
22 any Document containing such designated Confidential Material.

23 b. For Testimony given in depositions the Designating Party may either:

24 i. identify on the record, before the close of the deposition, all
25 "Confidential" Testimony, by specifying all portions of the Testimony that
26 qualify as "Confidential;" or

27 ii. designate the entirety of the Testimony at the deposition as
28 "Confidential" (before the deposition is concluded). In doing so, the Designating

1 Party must identify, in a written letter sent to all Parties, the specific portions of
2 the Testimony by page and line number as to which protection is sought within
3 30 days following receipt of the deposition transcript. In circumstances where
4 portions of the deposition Testimony are designated for protection, the transcript
5 pages containing "Confidential" Information may be separately bound by the
6 court reporter, who must affix to the top of each page the legend "Confidential,"
7 as instructed by the Designating Party.

8 c. For Information produced in some form other than Documents, and for
9 any other tangible items, including, without limitation, compact discs or DVDs or a zip drive,
10 the Designating Party must affix in a prominent place on the item itself or on the exterior of the
11 container or containers in which the Information or item is stored the legend "Confidential."
12 Marking or stamping "Confidential" on a label on any electronic storage medium or its
13 container(s) shall designate the entire contents of such electronic storage medium as
14 "Confidential" Information. If only portions of the Information or item warrant protection, the
15 Designating Party, to the extent practicable, shall identify the "Confidential" portions.

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

1 such Document, Testimony or Information to counsel for the producing Party and shall retain
2 only the “Confidential” designated Materials. Should the receiving Party choose to destroy such
3 inadvertently produced Document, Testimony or Information, the receiving Party shall notify
4 the producing Party in writing of such destruction within ten (10) days of receipt of written
5 notice of the inadvertent production. The inadvertent production of any material in this
6 Proceeding shall be without prejudice to any claim that such material is protected by any legally
7 cognizable privilege or evidentiary protection including, but not limited to, the attorney-client
8 privilege and/or the work product doctrine, and no Party shall be held to have waived any rights
9 by such inadvertent production. In the event that this provision conflicts with any applicable
10 law regarding waiver of confidentiality through the inadvertent production of Documents,
11 Testimony or Information, such law shall govern.

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

1 7. Access to and/or Disclosure of Confidential Materials designated as
2 “Confidential” shall be permitted only to the following persons:

3 a. the Court;

4 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,
5 paralegals, staff and supporting personnel of such attorneys, such as paralegal assistants,
6 secretarial, stenographic and clerical employees, who are working on this Proceeding under the
7 direction of such attorneys and to whom the Confidential Materials is Disclosed for purposes of
8 this Proceeding (2) In-house counsel to the undersigned Parties and the paralegal, clerical and
9 secretarial staff employed by such counsel. Provided, however, that each non-lawyer given
10 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
12 may not be Disclosed other than pursuant to its terms;

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

21 d. court reporters in this Proceeding (whether at depositions, hearings, or
22 any other proceeding);

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

27 f. any deposition or non-trial hearing witness in the Proceeding who
28 previously did not have access to the Confidential Materials; provided, however, that each such

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

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

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

21 i. any other person that the Designating Party agrees to in writing.

22 8. Confidential Materials shall be used by the persons receiving them only for the
23 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
24 defending the Proceeding, and not for any business or other purpose whatsoever.

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

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

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

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

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

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

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

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

1 Stipulation and Protective Order.

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

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

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

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

1 17. Where any Confidential Materials, or Information derived from Confidential
2 Materials, is included in any motion or other proceeding governed by California Rules of Court,
3 Rules 2.550 and 2.551, the party shall follow those rules. With respect to discovery motions or
4 other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the
5 following shall apply: If Confidential Materials or Information derived from Confidential
6 Materials are submitted to or otherwise disclosed to the Court in connection with discovery
7 motions and proceedings, the same shall be separately filed under seal with the clerk of the
8 Court in an envelope marked: “CONFIDENTIAL — FILED UNDER SEAL PURSUANT TO
9 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED.”

10 18. The Parties shall meet and confer regarding the procedures for use of
11 Confidential Materials at trial and shall move the Court for entry of an appropriate order.

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

16 20. This Stipulation and Protective Order shall continue to be binding after the
17 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding,
18 except that a Party may seek the written permission of the Designating Party or may move the
19 Court for relief from the provisions of this Stipulation and Protective Order. To the extent
20 permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider this
21 Stipulation and Protective Order, even after the Proceeding is terminated.

22 21. Upon written request made within thirty (30) days after the Termination of the
23 Proceeding, the undersigned Parties shall have thirty (30) days to either (a) promptly return to
24 counsel for each Designating Party all Confidential Materials and all copies thereof (except that
25 counsel for each Party may maintain in its files, in continuing compliance with the terms of this
26 Stipulation and Protective Order, all work product, and one copy of each pleading filed with the
27 Court and one copy of each deposition together with the exhibits marked at the deposition), (b)
28 agree with counsel for the Designating Party upon appropriate methods and certification of

1 destruction or other disposition of such Confidential Materials, or (c) as to any Documents,
2 Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a motion
3 seeking a Court order regarding proper preservation of such Materials. To the extent permitted
4 by law the Court shall retain continuing jurisdiction to review and rule upon the motion referred
5 to in sub-paragraph (c) herein.

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

10 23. The Parties and all signatories to the Certification attached hereto as Exhibit A
11 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the
12 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event
13 that the Court enters a different Protective Order, the Parties agree to be bound by this
14 Stipulation and Protective Order until such time as the Court may enter such a different Order.
15 It is the Parties' intent to be bound by the terms of this Stipulation and Protective Order pending
16 its entry so as to allow for immediate production of Confidential Materials under the terms
17 herein.

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

19 Dated: November 14, 2019

20 Respectfully submitted,

21 CAPSTONE LAW APC

22
23 By: 

24 Mark A. Ozzello
25 Brandon Brouillette
26 Brooke W. Waldrop

27 Attorneys for Plaintiff Mayra Jones
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HOGAN LOVELLS US LLP

Dated: 11/14/2019



By: _____
Tao Y. Leung

Attorneys for Defendants LA Live Theatre,
LLC, L.A. Arena Company, LLC, and
Anschutz Entertainment Group, Inc.

Dated: _____

BAKER & MCKENZIE LLP

By: _____
Robin J. Samuel

Attorneys for Defendants LA Live Theatre,
LLC, L.A. Arena Company, LLC, and
Anschutz Entertainment Group, Inc.

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HOGAN LOVELLS US LLP

Dated: _____

By: _____
Tao Y. Leung

Attorneys for Defendants LA Live Theatre,
LLC, L.A. Arena Company, LLC, and
Anschutz Entertainment Group, Inc.

Dated: November 11, 2019

BAKER & MCKENZIE LLP
By:  _____
Robin J. Samuel

Attorneys for Defendants LA Live Theatre,
LLC, L.A. Arena Company, LLC, and
Anschutz Entertainment Group, Inc.


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~~PROPOSED~~ ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

Dated: NOV 19 2019



Judge for the Los Angeles Superior Court
RAFAEL A. ONGREKO, JUDGE

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 *Mayra Jones v. LA Live Theatre, LLC, et al.*, Los Angeles Superior Court Case No. BC687908. 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 filed in this Proceeding. I have been given a copy 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 Confidential Materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such Confidential 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 _____, 201_, at _____.

DATED: _____

BY: _____

Signature

Title

Address

City, State, Zip

Telephone Number

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