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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 JANEY SALGADO,

12 Plaintiff,

13 v.

14 JON QUICK; RICHARD MONTES; and
15 DOES 1 through 50, inclusive,

16 Defendants.

Case No.: 21cv600-MMA (NLS)

**ORDER GRANTING JOINT
MOTION FOR ENTRY OF
PROTECTIVE ORDER
AS MODIFIED BY THE COURT**

[ECF No. 8]

17
18 The Court having read the parties' Joint Stipulated Motion for Protective Order
19 (ECF No. 8), finding no objection and good cause appearing,

20 **IT IS HEREBY ORDERED** that this motion is **GRANTED**. The following
21 Protective Order is entered, as modified by the Court (*see* paragraphs 10, 12).

22 **PROTECTIVE ORDER**

23 1. In connection with discovery proceedings in this action, the parties may
24 designate documents as "Confidential" and / or "Attorney's Eyes Only."

25 2. Under the terms of this Stipulated Protective Order (hereinafter "Order"),
26 confidential information is information that has not been made public and which concerns
27 or relates to the processes, operations or work of the California Department of
28 Corrections and Rehabilitation and its employees and agents (collectively "CDCR"), the

1 disclosure of which may have the effect of causing harm or endangering the safety of
2 CDCR staff, inmates, or third persons.

3 3. By designating a document, thing, material, testimony, or other information
4 derived there from as confidential under the terms of this Order, the party making the
5 designation is certifying to the court that there is a good faith basis both in law and in fact
6 for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

7 4. Confidential documents shall be so designated by stamping copies of the
8 document produced to a party with the legend “CONFIDENTIAL.” Stamping the legend
9 “CONFIDENTIAL” on the cover of any multipage document shall designate all pages of
10 the document as confidential, unless otherwise indicated by the producing party.

11 5. Material designated as confidential under this Order, the information
12 contained therein, and any summaries, copies, abstracts, or other documents derived in
13 whole or in part from material designated as confidential (hereinafter “Confidential
14 Material”) shall be used only for the purpose of the prosecution, defense, or settlement of
15 this action and for no other purpose.

16 6. Confidential Material produced pursuant to this Order may be disclosed or
17 made available only to the Court, to counsel for a party (including the paralegal, clerical,
18 and secretarial staff employed by such counsel), and the “qualified persons” designated
19 below:

20 (a) a party, or an employee of CDCR deemed necessary by counsel to aid
21 in the prosecution, defense, or settlement of this action;

22 (b) experts or consultants retained by such counsel to assist in the
23 prosecution, defense, or settlement of this action;

24 (c) court reporters employed in this action;

25 (d) a witness at any deposition or other proceeding in this action; and

26 (e) any other person as to whom the parties in writing agree.

27 Prior to receiving any Confidential Material, each “qualified person” shall be
28 provided with a copy of this Order and shall execute a nondisclosure agreement in the

1 form of Attachment 1, a copy of which shall be provided forthwith to counsel for each
2 party.

3 7. The parties may further designate certain discovery material or testimony of
4 a highly confidential nature as “CONFIDENTIAL - - ATTORNEY’S EYES ONLY”
5 (hereinafter “Attorney’s Eyes Only Material”), in the manner described in paragraphs 4
6 and 5 above. Attorney’s Eyes Only Material, and the information contained therein, shall
7 be disclosed only to the Court, to counsel for the parties (including the paralegal, clerical,
8 and secretarial staff employed by such counsel, and to the qualified persons listed in
9 subparagraphs 6(b) through (e) above), but shall not be disclosed to a party, including
10 Plaintiff, or any other inmate or third person, unless previously agreed or ordered. If
11 disclosure of Attorneys’ Eyes Only Material is made pursuant to this paragraph, all other
12 provisions in this Order with respect to confidentiality shall apply, including but not
13 limited to, signing and serving a non-disclosure agreement in the form of Attachment 1.

14 9. Nothing herein shall impose any restrictions on the use or disclosure by a
15 party of material obtained by such party independent of discovery in this action, whether
16 or not such material is also obtained through discovery in this action, or from disclosing
17 its own Confidential Material as it deems appropriate.

18 10. **Nothing shall be filed under seal, and the Court shall not be required to**
19 **take any action, without separate prior order by the Judge before whom the hearing**
20 **or proceeding will take place, after application by the affected party with**
21 **appropriate notice to opposing counsel. The parties shall follow and abide by**
22 **applicable law, including Civ. L.R. 79.2, ECF Administrative Policies and**
23 **Procedures, Section II.j, and the chambers’ rules, with respect to filing documents**
24 **under seal.**

25 11. In the event that any Confidential Material is used in any court proceeding in
26 this action, it shall not lose its confidential status through such use, and the party using
27 such shall take all reasonable steps to maintain its confidentiality during such use.

28 12. This Order shall be without prejudice to the right of the parties (1) to bring

1 before the Court the question of whether a particular document or information is
2 confidential or whether its use should be restricted within 45 days of the date of the event
3 giving rise to the dispute **and abiding by the procedures outlined in the Chamber**
4 **Rules for filing a joint motion for determination of discovery dispute**; or (2) to
5 present a motion to the Court under Federal Rule of Civil Procedure 26(c) for a separate
6 protective order as to any particular document or information, including restrictions
7 differing from those as specified herein. This Order shall not be deemed to prejudice the
8 parties in any way in any future application for modification of this Order.

9 13. The Court may modify the protective order *sua sponte* in the interest of
10 justice or for public policy reasons.

11 14. This Order is entered solely for the purpose of facilitating the exchange of
12 documents and information between the parties to this action without involving the Court
13 unnecessarily in the process. Nothing in this Order, or the production of any information
14 or documents under the terms of this Order, or any proceedings under this Order, shall be
15 deemed to have the effect of an admission or waiver by either party or of altering the
16 confidentiality or non-confidentiality of any document or information, or otherwise
17 altering any existing obligation of any party.

18 15. This Order shall survive the final termination of this action, to the extent that
19 the information contained in Confidential Material is not or does not become known to
20 the public, and the Court shall retain jurisdiction to resolve any dispute concerning the
21 use of the information disclosed hereunder. Upon termination of this action, counsel for
22 the parties shall assemble and return to each other all documents, material, and deposition
23 transcripts designated as confidential and all copies of the same, or shall certify the
24 destruction thereof.

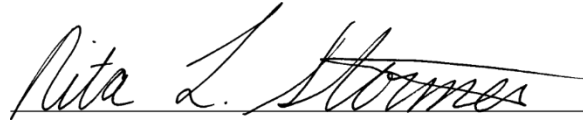
25 16. Within 30 days of the conclusion of this case, the Court shall make
26 arrangements to return all Confidential and Attorneys' Eyes Only Material filed with the
27 Court to the party who filed such material. Any action of the Court to return Confidential
28 Material must be preceded by an ex parte motion for an order authorizing the return of all

1 Confidential and Attorneys' Eyes Only Material to the party that produced the
2 information or documents.

3 17. Without separate court order, this Protective Order and the parties'
4 stipulation does not change, amend, or circumvent any court rule or local rule.

5 **IT IS SO ORDERED.**

6 Dated: June 16, 2021

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8 Hon. Nita L. Stormes

9 United States Magistrate Judge

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

JANEY SALGADO,

Plaintiff,

v.

JON QUICK, individually, et al.,

Defendants.

3:21-cv-00600-MMA-NLS

**ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND**

10 I, the undersigned, hereby declare that I have read the attached Stipulated
11 Protective Order ("Order") entered in the above-captioned case. I understand the terms of
12 the Order. I also understand that my execution of this Non-Disclosure Agreement,
13 indicating my agreement to be bound by the Order, is a prerequisite to my review of any
14 information or documents designated as "Confidential-Attorneys' Eyes Only" pursuant to
15 the Order.

16 I will comply with and agree to be bound by all of the provisions of the Order.
17 I agree and attest to my understanding that, if I fail to abide by the terms of the Order, I
18 may be subject to sanctions, including contempt of court, for such failure. I agree to be
19 subject to the jurisdiction of the United States District Court, Southern
20 District of California, for the purposes of any proceedings relating to the enforcement of
21 the Order and this Non-Disclosure Agreement.

22
23 Dated: _____

Signature

Print Name