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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Karen M. Baker,

10 Plaintiff,

11 v.

12 Walgreens Arizona Drug Company,

13 Defendant.
14

No. CV-15-00342-PHX-JAT

ORDER

15 On November 24, 2015, the parties filed a stipulation for a protective order. The
16 Court denied that stipulation issuing the following order:

17 The parties have stipulated to a protective order stating,
18 "...documentation that may be produced by the parties contains
19 information which the parties contend is proprietary, private, sensitive,
confidential or otherwise deserving of protection from public
disclosure...." Doc. 25 at 1.

20 Global protective orders are not appropriate. *See AGA Shareholders,*
LLC v. CSK Auto, Inc., 2007 WL 4225450, at *1 (D. Ariz. Nov. 28, 2007).
21 Rule 26(c) requires a party seeking a protective order to show good cause
22 for issuance of such an order. Fed. R. Civ. P. 26(c)(1). "For good cause to
23 exist under Rule 26(c), 'the party seeking protection bears the **burden of**
showing specific prejudice or harm will result if no protective order is
granted.'" *AGA Shareholders*, 2007 WL 4225450, at *1 (emphasis added)
(quoting *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002)).
24 The party seeking protection "**must make a 'particularized showing of**
good cause with respect to [each] individual document." *Id.* (emphasis
25 added) (quoting *San Jose Mercury News, Inc. v. U.S. Dist. Ct.*, 187 F.3d
1096, 1102 (9th Cir. 1999)).

26 Thus, "[t]he burden is on the party to requesting a protective order to
27 demonstrate that (1) the material in question is a trade secret or other
confidential information within the scope of Rule 26(c), and (2) disclosure
would cause an identifiable, significant harm." *Foltz v. State Farm Mut.*
Auto. Ins. Co., 331 F.3d 1122, 1131 (9th Cir. 2003) (quoting *Deford v.*
Schmid Prods. Co., 120 F.R.D. 648, 653 (D. Md. 1987)).
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1 Here, the parties have failed to make the necessary showing required
2 to justify a protective order.

3 Doc. 28.

4 Discovery closed in this case on December 7, 2015. The Court denied the request
5 for a Protective Order on December 11, 2015, 11 business days after it was filed.
6 However, apparently, Defendant disclosed documents on the assumption the Court would
7 issue a protective order. *See* Doc. 31. As a result, on January 6, 2016, a month after the
8 close of discovery, Defendant filed another motion for protective order.

9 First, the Court finds the second motion for a protective order to be untimely.
10 Footnote One of the Scheduling Order (which the parties have had since July 29, 2015)
11 states:

12 As set forth in the Order Setting Rule 16 Scheduling Conference, the
13 Court will not entertain discovery disputes after the close of discovery
14 barring extraordinary circumstances. Therefore, the parties shall complete
15 all discovery by the deadline set forth in this Order (complete being defined
16 as including the time to propound discovery, the time to answer all
17 propounded discovery, the time for the Court to resolve all discovery
18 disputes, and the time to complete any final discovery necessitated by the
19 Court's ruling on any discovery disputes). Thus, "last minute" or "eleventh
20 hour" discovery which results in insufficient time to undertake additional
21 discovery and which requires an extension of the discovery deadline will be
22 met with disfavor, and may result in denial of an extension, exclusion of
23 evidence, or the imposition of other sanctions.

24 Doc. 15 at 2 n. 1.

25 Here, seeking a protective order 11 business days before the close of discovery is
26 inadequate to timely present the issue to the Court.


27 Second, in this Court's original order denying a protective order, the Court
28 articulated that it would not issue "global" protective orders. The renewed motion for a
protective order does little to cure this deficiency, but instead argues that the documents
have already been disclosed and that Plaintiff should be held to her stipulation. While the
Court will not offer an advisory opinion on whether that agreement might be enforceable
between the parties in a state law breach of contract action should a breach occur in the
future, the fact that the parties agreed does not meet the standard under Rule 26.
Accordingly, the renewed request for a protective order is denied for this alternative

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reason. Based on the foregoing,

IT IS ORDERED that the motion for protective order (Doc. 31) is denied.

Dated this 11th day of January, 2016.



James A. Teilborg
Senior United States District Judge