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22
23 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

1 GLENN TIBBLE, WILLIAM
2 BAUER, WILLIAM IZRAL,
3 HENRY RUNOWIECKI,
4 FREDERICK SUHADOLC, HUGH
5 TINMAN, JR.,

6 Plaintiffs,

7 v.

8 EDISON INTERNATIONAL, THE
9 EDISON INTERNATIONAL
10 BENEFITS COMMITTEE,
11 EDISON INTERNATIONAL
12 TRUST INVESTMENT
13 COMMITTEE, SECRETARY OF
14 THE EDISON INTERNATIONAL
15 BENEFITS COMMITTEE,
16 SOUTHERN CALIFORNIA
17 EDISON'S VICE PRESIDENT OF
18 HUMAN RESOURCES,
19 MANAGER OF SOUTHERN
20 CALIFORNIA EDISON'S HR
21 SERVICE CENTER,

22 Defendants.

Case No. CV07-05359 SVW (AGR_x)

STIPULATED ORDER TO PROTECT
CONFIDENTIAL INFORMATION

16 1. Any party involved in this litigation may designate any document,
17 data, thing, material, testimony or other information disclosed through discovery or
18 otherwise in the course of this litigation as "CONFIDENTIAL" in the manner set
19 forth under the terms of this Stipulated Protective Order (hereinafter "Order"). The
20 term "CONFIDENTIAL" describes documents or information that contain sensitive
21 and nonpublic business personnel information, trade secrets, or other confidential or
22 proprietary commercial, research, or development information within the meaning
23 of Rule 26(c) of the Federal Rules of Civil Procedure. Such designation shall,
24 without more, subject the designated material to the provisions of this Order, and
25 all such material shall be protected, used, handled and disposed of strictly in
26 accordance with the provisions of this Order.

27 2. Material designated as CONFIDENTIAL under this Order, the
28 information contained therein, and any summaries, copies, abstracts, or other

1 documents derived in whole or in part from material designated as
2 CONFIDENTIAL (hereinafter “CONFIDENTIAL Information”) shall be used only
3 for the purpose of the prosecution, defense, or settlement of this action, and for no
4 other purpose.

5 3. CONFIDENTIAL Information shall be designated as such by a party,
6 as follows:

7 (a) CONFIDENTIAL documents or information shall be so
8 designated by stamping copies of the document or information
9 produced to a party with the legend “CONFIDENTIAL”.

10 (b) In the case of responses to interrogatories or requests for
11 admissions and the information contained therein, the
12 designation shall be made by means of a statement at the
13 beginning and the conclusion of such responses (or in
14 conjunction with the subsequent furnishing of any responsive
15 information) specifying the responses or parts thereof deemed
16 CONFIDENTIAL.

17 (c) In the case of depositions, any party may designate all or any
18 portion of the deposition testimony given in this litigation as
19 CONFIDENTIAL, either orally during the deposition or in
20 writing within ten (10) business days after receipt of the
21 deposition transcript. CONFIDENTIAL information within a
22 transcript of a deposition may be designated by underlining
23 portions of the pages that are confidential and marking such
24 pages as set forth in subparagraph 3(a). Until expiration of the
25 ten (10) day period, the entire deposition shall be treated as
26 CONFIDENTIAL.

27 4. The parties agree to be bound in all respects by Federal Rule of
28 Evidence 502, enacted September 19, 2008. The parties recognize that in the

1 course of document production, it is possible that the producing party may
2 inadvertently produce documents that are entitled to protection under the attorney-
3 client privilege, the attorney work product doctrine, or other provisions of
4 applicable law, or may inadvertently fail to designate a document as
5 “CONFIDENTIAL.” The parties agree that the erroneous or inadvertent production
6 of any material entitled to protection under the attorney-client privilege, the
7 attorney work product doctrine, or applicable law, shall not constitute a waiver of
8 such protection as to either the subject matter of the material, or as to related
9 documents or communications. Nor shall any inadvertent failure to properly
10 designate a document or discovery response “CONFIDENTIAL” constitute a
11 waiver of such document’s “CONFIDENTIAL” status pursuant to this Order. In
12 the event that a party makes such an inadvertent production or failure to designate,
13 it may remedy such inadvertent production as follows:

- 14 a. Within ten (10) days after the discovery of such production or
15 failure to designate, the party shall give written notice to
16 counsel for the party in receipt of the CONFIDENTIAL
17 documents or information subject to a claim of privilege. For
18 inadvertent production of privileged documents or information,
19 the notice shall state the basis for the claimed privilege or
20 protection from disclosure.
- 21 b. On receipt of such notice, counsel shall within five (5) days
22 return the documents to the party and return, sequester or
23 destroy any copies thereof; however, should the receiving party
24 seek to challenge the asserted privilege, he may retain a single
25 copy to file with the Court for such purpose under seal, with
26 such challenge to be filed with the Court within twenty-one
27 (21) days of the receipt of notice of the claim of privilege.
- 28 c. If the inadvertent production relates to a “CONFIDENTIAL”

1 designation rather than a privileged document, the party shall
2 within five (5) days thereafter produce alternate copies of the
3 documents bearing the “CONFIDENTIAL” designation set
4 forth in subparagraph 3(a).

5 d. If counsel who received the CONFIDENTIAL or privileged
6 document/information already has disseminated it to any other
7 person, including a party, he shall promptly notify all those
8 persons in writing of the need to return such CONFIDENTIAL
9 or privileged document/information and not to further
10 disseminate it.

11 Neither the provisions of this Order, nor any designation or failure to designate any
12 particular document or information as CONFIDENTIAL information thereunder,
13 shall, at any time or in any other litigation, constitute a waiver of any party’s
14 assertion of confidentiality with respect to any document or information covered or
15 not covered by this Order. Similarly, no inadvertent production of any document
16 protected from disclosure by the attorney-client privilege, attorney work product, or
17 any other applicable privilege shall, at any time, or in any other litigation, constitute
18 a waiver of any party’s assertion of confidentiality with respect to any document or
19 information covered or not covered by this Order. Nothing in this Order shall be
20 construed to require the production of information that is subject to a claim of
21 protection under the attorney-client privilege or the attorney work product doctrine.

22 5. At any point upon receipt by a party of a document designated
23 “CONFIDENTIAL,” that party may object to the “CONFIDENTIAL” designation
24 by notifying in writing the designated party of their objection. Any such objection
25 shall be served on all other parties. The designating party shall respond to the
26 objection (within fifteen (15) days of the receipt of such objection, or (later by
27 agreement with the objecting party, either by (a) withdrawing the designation in
28 question and producing new copies of the documents that do not contain the legend

1 or (b) refusing to withdraw the designation. If the designating party refuses to
2 withdraw the designation, the objecting party may seek an order of the Court
3 removing the specified CONFIDENTIAL Information from the scope and coverage
4 of this Order. The designated material in question shall continue to be treated as
5 CONFIDENTIAL subject to the terms of this Order until, the Court acts on the
6 motion and thereafter if the Court's ruling does not remove the material from the
7 scope and coverage of this Order.

8 6. CONFIDENTIAL Information produced pursuant to this Order shall
9 not be revealed or disclosed directly or indirectly, in any manner or in any form, to
10 any person, entity, or judicial tribunal other than to the "qualified persons"
11 designated below:

- 12 a. The Court in which this action or any appeal therefrom is
13 pending;
- 14 b. Counsel of record to the parties in this litigation (including the
15 paralegal, clerical, and secretarial staff employed by and
16 directly supervised by such counsel);
- 17 c. A party;
- 18 d. Experts (together with their clerical staff) retained by such
19 counsel to assist in the prosecution, defense or settlement of
20 this action;
- 21 e. Deponents and their counsel to the extent permitted by
22 paragraph 8 below;
- 23 f. Persons with prior knowledge of the documents or the
24 CONFIDENTIAL Information contained therein;
- 25 g. Witnesses at depositions;
- 26 h. The jury;
- 27 i. Court personnel, including court reporters, persons operating
28 video recording equipment at depositions, and any special

1 master or mediator appointed by the Court;

2 j. Any independent document reproduction services or document
3 or video recording and retrieval services; and

4 k. Any other person as to whom the parties in writing agree.

5 7. This Order is binding upon the parties, agents and employees of the
6 parties, counsel for the parties, and agents and employees of counsel for the parties.
7 This Order also binds non-parties to whom disclosure of discovery materials or
8 testimony is permitted pursuant to the terms of this Order, so long as those persons
9 have agreed to and signed the Confidentiality Acknowledgment attached hereto as
10 Exhibit A. The party disclosing any CONFIDENTIAL Information shall retain the
11 original Confidentiality Acknowledgment and need not produce it, except upon
12 order of the Court for good cause shown, or by agreement.

13 8. Depositions concerning CONFIDENTIAL Information shall be taken
14 only in the presence of “qualified persons.” A deponent may, during his or her
15 deposition, be shown, and be examined about, documents or information designated
16 as CONFIDENTIAL Information only if counsel complies with the procedures set
17 forth in this paragraph. The deponent may see and retain copies of
18 CONFIDENTIAL Information only during his or her testimony, in preparation
19 therefore, or in discussions of possible testimony, and may not thereafter retain any
20 CONFIDENTIAL Information. Nothing in this Order shall be construed to
21 preclude a party from asserting the right to object to the use of CONFIDENTIAL
22 Information with any particular deponent.

23 9. Nothing herein shall impose any restrictions on the use or disclosure
24 by a party of material obtained by such party independent of discovery in this
25 action, whether or not such material is also obtained through discovery in this
26 action, or from disclosing its own CONFIDENTIAL Information as it deems
27 appropriate. Likewise, nothing herein shall constitute a waiver of the confidential
28 nature or the protections existing as to any material obtained by any party

1 independent of discovery in this action.

2 10. If any papers to be filed with the Court include CONFIDENTIAL
3 information, the proposed filing shall be accompanied by an application to file the
4 papers or the portion thereof including the CONFIDENTIAL information (if such
5 portion is segregable) under seal; the application shall be directed to the judge to
6 whom the papers are directed.

7 11. In the event that any CONFIDENTIAL Information is used during
8 trial, such information shall become public absent a separate court order upon
9 written motion and sufficient cause shown.

10 12. This Order shall be without prejudice to the right of the parties to bring
11 before the Court at any time the question of whether any particular document or
12 information is CONFIDENTIAL or whether its use should be restricted. This
13 Order shall not be deemed to prejudice the parties in any way in any further
14 application for modification of this Order.

15 13. This Order is entered solely for the purpose of facilitating the
16 exchange of documents and information between the parties to this action without
17 involving the Court unnecessarily in the process. Nothing in this Order nor the
18 production of any information or document under the terms of this order nor any
19 proceedings pursuant to this Order shall be deemed to have the effect of an
20 admission or waiver by either party or of altering the CONFIDENTIALITY or
21 NON-CONFIDENTIALITY of any such document or information or altering any
22 existing obligation of any party or the absence thereof.

23 14. This Order shall survive the final termination of this action. Within
24 thirty (30) days after the termination of this action, counsel for the parties shall
25 assemble and return to each other all documents, material and deposition transcripts
26 designated as CONFIDENTIAL, and all copies of same, or shall certify the
27 destruction thereof. All recipients of CONFIDENTIAL Information shall certify in
28 writing to the producing and designating party or parties that they have complied

1 with the provisions of this paragraph.

2 15. The parties recognize that, during the course of this action, any party
3 may seek additional protection with regard to certain documents or information.
4 Should the parties be unable to agree on the treatment of such documents or
5 information, any party may seek appropriate relief from the court.

6 16. The parties agree to comply with this Stipulation and Protective Order
7 pending the Court's approval and entry of the Order as agreed to.


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9 GOOD CAUSE SHOWN, IT IS SO ORDERED

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12 Dated: December 9, 2008

By 

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ALICIA G. ROSENBERG
United States Magistrate Judge

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EXHIBIT A

CONFIDENTIALITY ACKNOWLEDGMENT

I, _____, hereby acknowledge that: (i) I have read the foregoing Protective Order, dated _____, 200__ (the “Order”), which I am informed has been executed by the attorneys for the parties in the action presently pending in the United States District Court, Central District of California, *Tibble v. Edison International, et al.*, Case No. CV 07-05359; (ii) I understand the terms of the Order; (iii) I agree to be bound by the terms of the Order and will not reveal Confidential Information to anyone, except as allowed by the Order; (iv) I understand upon entering of the Order by the Court, that all remedies for enforcing such an order will exist; (v) I understand that all Confidential Information and copies thereof shall be maintained in a secure manner and shall be returned no later than thirty (30) days after the termination of this action to the counsel for the party or other person who provided such Confidential Information to me; and (vi) I submit my person to the jurisdiction of the Central District of California, for the limited purpose of securing compliance with the terms and conditions of the Order.

DATED:

(Signature)

Name: _____

Business Address: _____

Home Address: _____

LA1:1171464.3