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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

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MARY AMADOR, individually
 and as class representatives, et al.,
 Plaintiffs,

vs.

SHERIFF LEROY D. BACA,
 individually and in his official
 capacity, et al,
 Defendants.

Case No. CV 10-1649 SVW (JEM)
 [Hon. Stephen V. Wilson]

[PROPOSED] ORDER RE
 STIPULATED PROTECTIVE ORDER

The parties' joint request for stipulated protective order is hereby
 GRANTED, pursuant to the terms set forth herein:

I. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action involve production of
 confidential, proprietary, or private information for which special protection from
 public disclosure and from use for any purpose other than prosecuting this
 litigation may be warranted. This private and confidential information includes
 confidential jail records earlier produced by Defendants' and (previously)

1 designated as “Confidential,” inmate surveys concerning strip search conditions,
2 and inmate declarations concerning strip search conditions. The parties hereby
3 stipulate to and petition the court to enter the following Stipulated Protective Order
4 to address sensitive and confidential information contained in the above-described
5 materials.

6 The parties acknowledge that this Order extends only to the information or
7 items described in Section 2.6, below. The parties further acknowledge that this
8 Order does not entitle them to file confidential information under seal; Civil Local
9 Rule 79-5 sets forth the procedures that must be followed and the standards that
10 will be applied when a party seeks permission from the court to file material under
11 seal.

12 **II. DEFINITIONS**

13 2.1 Challenging Party: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 2.2 “Confidential” Information or Items: information or tangible things
16 that qualify for protection under Federal Rule of Civil Procedure 26(c).

17 2.3 Designating Party: a Party or Non-Party that designates information
18 or items that it produces as “CONFIDENTIAL” or “CONFIDENTIAL-SUBJECT
19 TO PROTECTIVE ORDER.”

20 2.4 Expert: a person with specialized knowledge or experience in a
21 matter pertinent to the litigation who has been retained by a Party or its counsel to
22 serve as an expert witness or as a consultant in this action.

23 2.5 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.6 Protected Material: Protected Material includes two categories of
26 documents: (1) inmate-specific documents previously produced by Defendants,
27 Bates stamped D822-D2591 (stamped “Confidential Subject to Protective Order”),
28 and any similar inmate-specific jail records that may later be produced by

1 Defendants; and (2) questionnaires and declarations produced by Plaintiffs’
2 counsel concerning former or current jail inmates’ experience during strip
3 searches/visual body cavity searches, including Plaintiffs’ Exhibits 800 – 924 (filed
4 under seal in support of Plaintiffs’ Motion for Class Certification and previously
5 stamped “Confidential-Subject to Protective Order) and any additional
6 questionnaires or declarations that may be produced in support of Plaintiffs’ claims
7 in this case that bear a confidential stamp. The latter category of documents
8 contains (or, for future disclosures, is likely to contain) substantial personal and
9 private information regarding putative class members.

10 2.7 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 2.8 Outside Counsel of Record: attorneys who are not employees of a
13 party to this action but are retained to represent or advise a party to this action and
14 have appeared in this action on behalf of that party or are affiliated with a law firm
15 which has appeared on behalf of that party.

16 **III. SCOPE**

17 The protections conferred by this Stipulation and Order cover Protected
18 Material (as defined above), copies or excerpts of Protected Material, and
19 testimony, conversations, or presentations by Parties or their Counsel that reveal
20 Protected Material. The protections conferred by this Stipulation and Order do not
21 cover: (a) any information that is in the public domain at the time of disclosure or
22 becomes part of the public domain after its disclosure as a result of publication not
23 involving a violation of this Order, including becoming part of the public record
24 through trial or otherwise; and (b) any information known to the Receiving Party
25 before the disclosure or obtained by the Receiving Party after the disclosure from a
26 source who obtained the information lawfully and under no obligation of
27 confidentiality to the Designating Party. Any use of Protected Material at trial shall
28 be governed by a separate agreement or order.

1 **IV. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this action,
6 with or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
8 including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.

10 **V. DESIGNATING PROTECTED MATERIAL**

11 Exercise of Restraint and Care in Designating Material for Protection: Each
12 Party or Non-Party that designates information or items for protection under this
13 Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards.

15 Manner of Designation: For information in documentary form, the
16 Producing Party shall affix the legend “CONFIDENTIAL-SUBJECT TO
17 PROTECTIVE ORDER” or “CONFIDENTIAL” to each page that contains
18 protected material. The legend shall not be affixed in a manner that obscures or
19 makes illegible information in the Protected Material. For testimony given in
20 deposition or in other pretrial or trial proceedings, the Designating Party shall
21 identify on the record, before the close of the deposition, hearing, or other
22 proceeding, all protected testimony.

23 Inadvertent Failures to Designate: If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make
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1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 Timing of Challenges: Any Party or Non-Party may challenge a designation
5 of confidentiality at any time. A Party does not waive its right to challenge a
6 confidentiality designation by electing not to mount a challenge promptly after the
7 original designation is disclosed.

8 Meet and Confer. The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each challenged designation and the basis
10 for each challenge. The parties shall attempt to resolve each challenge in good faith
11 and must begin the process by conferring directly within 14 days of the date of
12 service of notice. A Challenging Party may seek judicial intervention only if it has
13 engaged in this meet and confer process first or establishes that the Designating
14 Party is unwilling to participate in the meet and confer process in a timely manner.

15 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 Basic Principles: The Receiving Party may use Protected Material for
17 prosecuting, defending, or attempting to settle this litigation, and for no other
18 purpose. Such Protected Material may be disclosed only to the categories of
19 persons and under the conditions described in this Order.

20 Disclosure of Protected Material: Unless otherwise ordered by the court or
21 permitted in writing by the Designating Party, a Receiving Party may disclose any
22 information or item designated “CONFIDENTIAL” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
24 as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information;

26 (b) Experts of the Receiving Party to whom disclosure is reasonably
27 necessary for this litigation;
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1 (d) the court and its personnel;

2 (e) court reporters and their staff, professional jury or trial consultants,
3 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
4 for this litigation;

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary and who have acknowledged on the record to be bound.

7 Pages of transcribed deposition testimony or exhibits to depositions that reveal
8 Protected Material must be separately bound by the court reporter and may not be
9 disclosed to anyone except as permitted under this Stipulated Protective Order.

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information.

12 Unauthorized Disclosure: If a Receiving Party learns that, by inadvertence or
13 otherwise, it has disclosed Protected Material to any person or in any circumstance
14 not authorized under this Stipulated Protective Order, the Receiving Party must
15 immediately (a) notify in writing the Designating Party of the unauthorized
16 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
17 Protected Material, (c) inform the person or persons to whom unauthorized
18 disclosures were made of all the terms of this Order.

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20 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If the Receiving Party is served with a subpoena or a court order issued in
23 other litigation that compels disclosure of any information or items designated in
24 this action as “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to the Protective Order entered pursuant to this Stipulation.
2 Such notification shall include a copy of the Stipulated Protective Order; and the
3 Party served with the subpoena or court order shall not produce any information
4 designated as “CONFIDENTIAL” before a determination by the court from which
5 the subpoena or order issued, unless the Party has obtained the Designating Party’s
6 permission.

7 **IX. MISCELLANEOUS**

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9 Right to Further Relief: Nothing in this Order abridges the right of any
10 person to seek its modification by the court in the future.

11 Right to Assert Other Objections: By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on
15 any ground to use in evidence of any of the material covered by this Protective
16 Order.


17 Filing Protected Material: Without written permission from the Designating
18 Party or a court order secured after appropriate notice to all interested persons, a
19 Party may not file in the public record in this action any Protected Material. A
20 Party that seeks to file under seal any Protected Material must comply with Civil
21 Local Rule 79-5.1.

22 **X. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in
24 paragraph 4, each Receiving Party must return all Protected Material to the
25 Producing Party or destroy such material. As used in this subdivision, “all
26 Protected Material” includes all copies, excerpts, and any other format reproducing
27 any of the Protected Material. Notwithstanding this provision, Counsel are entitled
28 to retain an archival copy of all pleadings, motion papers, trial, deposition, and

1 hearing transcripts, legal memoranda, correspondence, deposition and trial
2 exhibits, expert reports, attorney work product, and consultant and expert work
3 product, even if such materials contain Protected Material. Any such archival
4 copies that contain or constitute Protected Material remain subject to this
5 Protective Order as set forth in Section 4 (DURATION).

6 Dated this 18th day of February, 2014



JOHN E. MCDERMOTT
United States Magistrate Judge

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