

FILED
 CLERK, U.S. DISTRICT COURT
 JAN 24 2011
 CENTRAL DISTRICT OF CALIFORNIA
 BY [Signature] DEPUTY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

SAN BERNARDINO CITY
 PROFESSIONAL FIREFIGHTERS,
 LOCAL 891; NATHAN LOPEZ,

CASE NO. CV 10-01773 PSG
 (DTBx)

Plaintiffs,

DISCOVERY MATTER

v.

CITY OF SAN BERNARDINO; SAN
 BERNARDINO FIRE DEPARTMENT;
 MICHAEL CONRAD; MAT FRATUS;
 DENIS MOON; DOES 1 through 10,
 inclusive,

~~[PROPOSED]~~ ORDER GRANTING
 PROTECTIVE ORDER RE
 DISCLOSURE AND USE OF
 CONFIDENTIAL INFORMATION

Defendants.

Pursuant to the stipulation of the parties and for good cause shown, the
 Court hereby orders as follows:

1. For purposes of this Protective Order, information may be designated by
 counsel of record as "Confidential Information" if such information falls within
 one or more of the following categories: (a) the investigation report ~~_____~~

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1 ~~drafts and working files~~ prepared by Judy Cheek concerning her investigation of
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3 Plaintiffs' complaint against the City and Fire Department personnel; (b) the
4 warning issued to BC Moon as a result of the investigation; (c) BC Moon's
5 response to the warning; (d) Nathan Lopez's personnel and training file; and (e)
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7 any documents produced from another employee's personnel or training file; . No
8 information shall be designated "Confidential Information" unless counsel making
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10 the claim has a reasonable, good faith belief that the information falls into one of
11 the designated categories above. Documents containing Confidential Information
12 shall be marked "Confidential" prior to being produced in discovery, or with regard
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14 to those documents already produced which constitute Confidential Information,
15 may marked retroactively..

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17 2. All Confidential Information shall be used solely for the purpose of this
18 action. Confidential Information shall not be used for any other purpose.

19 Confidential Information shall not be disclosed to any person or otherwise used
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21 except pursuant to this Protective Order.

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23 3. Confidential Information may be disclosed only in this action, only to the
24 persons described in the following sentence, only to the extent that such person is
25 performing work in connection with these proceedings, and only to the extent
26 necessary to perform that work. Such persons are: (a) the Court and its staff; (b)
27 the Parties to this action; (c) counsel of record for the Parties; (d) any person
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1 regularly employed by such counsel, including legal assistants, secretaries, law
2 clerks, investigators, associates and contract attorneys; (e) actual or prospective
3 experts and consultants retained or consulted by a Party or a Party's counsel in the
4 course of representing a Party in this action; (f) any potential deposition and trial
5 witnesses, to the extent counsel deems necessary for and relevant to the testimony
6 of such witnesses; and (g) any mediator or court reporter working on the case.

7 These persons listed in sections (b) through (f) of this paragraph will not disclose,
8 discuss or reveal the contents of existence of the Confidential Information or the
9 actual documents themselves to any other person or entity not specifically
10 identified in this paragraph. Those persons will return the Confidential

11 Information and all copies of all documents containing Confidential Information to
12 counsel for the party who produced the documents at the conclusion of the
13 litigation,

14 provided that an attorney of record may
15 keep Confidential Information after the conclusion of the

16 4. Counsel shall obtain from any person listed in sections (b), (d), (e) and
17 (f) of paragraph 3 a written agreement, in the form of Exhibit A hereto, agreeing to
18 abide by the terms of this Protective Order prior to providing such Confidential
19 Information to those persons to whom disclosure is permitted pursuant to
20 paragraph 3.

21 5. When Confidential Information is incorporated into a transcript of a
22 deposition, ~~hearing or other proceeding~~, arrangements shall be made with the court

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Conclusion of the litigation solely for the purpose of fulfilling his professional obligations concerning maintaining litigation files. J

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1 reporter attending such deposition, ~~having or other proceedings~~ to bind the
2 confidential portion of such transcript separately and label such portion
3 "CONTAINS CONFIDENTIAL INFORMATION. PROTECTED FROM
4 DISCLOSURE." Disclosure of any copy of such portion of transcript or any
5 Confidential Information attached as an exhibit shall be restricted to the deponent,
6 his or her counsel of record, and persons designated in Paragraph 3.
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10 6. Any party wishing to file or lodge any Confidential Information with the
11 Court shall follow the procedure set forth in Local Rule 79-5 for filing documents
12 under seal.
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14 7. This Protective Order shall not constitute or be deemed to constitute an
15 admission by any of the stipulating parties. This Protective Order shall not
16 constitute a waiver of any objection to production of documents nor of any
17 privilege claimed by any of the stipulating parties, nor a determination by the
18 Court as to any contested issue in this litigation, including, without limitation, the
19 existence or non-existence of a privilege relating to said Confidential Information
20 or its admissibility at trial.
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24 8. This Protective Order governs only the discovery and other pretrial
25 phases of this litigation. The Parties agree to confer and make reasonable efforts
26 prior to trial to agree to procedures for use of Confidential Information in the trial
27 phase of the case. If the parties cannot come to such agreement, the issue of
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1 safeguarding the confidentiality of Confidential Information shall be submitted to
2 the applicable court for resolution.

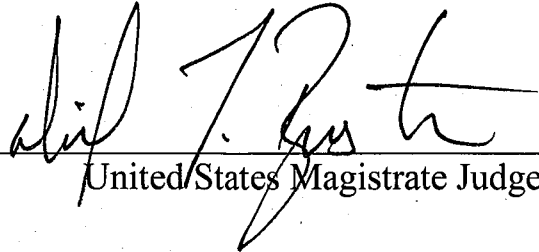
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4 9. Any Confidential Information may be removed from the scope of this
5 Protective Order only by mutual consent of the parties or Order of the Court.

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7 10. This Order shall not bar the disclosure of Confidential Information
8 pursuant to subpoena or other lawful process. If a party in possession of
9 Confidential Information supplied by another party receives a subpoena or other
10 process requesting production of Confidential Information, that party shall
11 promptly notify the attorney for the party who produced the Confidential
12 Information and shall not disclose such Confidential Information before the date
13 called for in the subpoena or process.

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17 ~~11. Should any Party violate the terms of this Protective Order, and should~~
18 ~~legal action be necessary as a result of any violation or threatened violation of this~~
19 ~~Protective Order, the prevailing party shall recover reasonable attorneys' fees.~~

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22 IT IS SO ORDERED:

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24 DATED: 24 Jan., 2011

25 By: 
United States Magistrate Judge

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EXHIBIT A
DECLARATION OF CONFIDENTIALITY

I, _____, declare and state:

1. I have read and understand the Protective Order in San Bernardino City Professional Firefighters, Local 891; Nathan Lopez v. City of San Bernardino, et al, Case No. CV 10-01773 PSG (DTBx).

2. I understand that, upon signing this declaration, I may receive or be exposed to Confidential Information relating to the above-referenced matter.

3. With respect to such Confidential Information, I understand and agree that these documents or information must: (a) be maintained in confidence; (b) not be disclosed, directly or indirectly, to anyone not qualified under the Protective Order; (c) not be copied or duplicated without written notice to counsel for all parties; and (d) not be used except for the prosecution or defense of this action.

4. I further understand and agree that, upon the termination of my need to review any such Confidential Information, I am obligated to return all such documents, and any and all copies thereof, to the party from whom I obtained them.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration is executed on _____.