

NOTE: CHANGES MADE BY THE COURT

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ISIDORA LOPEZ-VENEGAS, *et al.*,

Plaintiffs,

v.

RAND BEERS, *et al.*,

Defendants.

No. CV 13-03972-JAK (PLAx)

**PROTECTIVE ORDER**

~~[PROPOSED]~~ **PROTECTIVE ORDER GOVERNING  
THE HANDLING OF CONFIDENTIAL MATERIAL**

**Good Cause Statement**

**I.** Discovery in the above captioned action *Isidora Lopez-Venegas, et al. v. Rand Beers, et al.*, Case No. CV 13-03972-JAK (“Litigation” or “Action”), may involve documents, information and tangible things that Plaintiffs or Defendants (collectively, the “Parties”) may reasonably believe in good faith to be protected from disclosure to the public or to one or more of the Parties under Rule 26(c) of the Federal Rules of Civil Procedure.

**II.** This order seeks to facilitate the discovery process by protecting against the unauthorized disclosure of confidential information.

1       **III.**       This Order does not confer blanket protections on all disclosures or  
2 responses to discovery and that the protection it affords only extends to the limited  
3 information or items that are entitled, under the applicable legal principles, to  
4 confidential treatment.

5       **IV.**       Good cause exists for approving the Order because it protects against  
6 injury caused by dissemination of confidential documents, information or tangible  
7 things.

8               **a.**       The confidential documents, information or tangible things to be  
9 protected identified *infra* in paragraph 2, subpart a, include personally identifiable  
10 information about individuals other than the named Plaintiffs, the disclosure of  
11 which could be prohibited by the Privacy Act or other law. However, the Privacy  
12 Act provides, as an exception, that such records may be released “pursuant to the  
13 order of a court of competent jurisdiction.” 5 U.S.C. § 552a(b)(11). An order of  
14 this Court, therefore, would provide a basis for release of the requested documents  
15 and records pursuant to the Privacy Act and Fed. R. Civ. P. 26(c), as well as  
16 insulate Defendants from potential liability for improper disclosure. *See* 5 U.S.C. §  
17 552(g)(1).

18               **b.**       The confidential documents, information or tangible things to be  
19 protected identified *infra* in paragraph 2, subpart b, include Government records  
20 that might contain tactical information not available to the general public that, if in  
21 the wrong hands, could be adversely used against law enforcement by non-law  
22 abiding groups or individuals. These records could also contain sensitive  
23 information about the relevant agencies’ internal investigations, staffing, priorities,  
24 resources, intelligence and/or methods, which is law enforcement sensitive and  
25 should not be released to the public.

26               **c.**       The confidential documents, information or tangible things to be  
27 protected identified *infra* in paragraph 2, subpart c, include identifying information  
28 regarding material witnesses for Plaintiffs (including but not limited to a witness’s

1 true name, date of birth, phone number, address, and date of first entry into the  
2 United States) which if disclosed would result in a material witness for Plaintiffs  
3 deciding not to testify out of fear of adverse immigration or criminal consequences.

4 **d.** The confidential documents, information or tangible things to be  
5 protected identified *infra* in paragraph 2, subpart d, include all other confidential  
6 documents, information or tangible things not identified above that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), including sensitive and  
8 private information of Parties and non-parties, including sensitive and private  
9 information of natural persons (e.g., social security numbers, names of minor  
10 children) and documents and information of non-natural entities (e.g., corporations,  
11 organizations, partnerships) that in the ordinary course of business the non-natural  
12 entity does not or would not publicly disclose.

### 13 **ORDER**

14 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, all discovery  
15 and other materials exchanged by the Parties or Third Parties, or filed with the  
16 Court, in *Isidora Lopez-Venegas, et al. v. Rand Beers, et al.*, Case No. CV 13-  
17 03972-JAK shall be provided subject to the conditions set forth in this order  
18 (hereafter “Protective Order” or “Order”).

19 **1. Scope.** The following terms, conditions, procedures, and restrictions  
20 govern with respect to documents, electronic data, and any other forms of  
21 information produced or voluntarily exchanged in the Litigation by any Party or  
22 non-parties (“Third Parties” or singularly, “Third Party”), including any “Writings”  
23 (as that term is defined in Rule 1001 of the Federal Rules of Evidence); all  
24 discovery contemplated by Rules 26 through 36 of the Federal Rules of Civil  
25 Procedure, including responses to all written discovery requests and demands, and  
26 deposition testimony and exhibits, however recorded; and any other written,  
27 recorded, or graphic matters (collectively “Protected Material”).  
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1           **2. Protected Material.** The categories of Protected Material include:

2           **a.** Information, documents or tangible things protected by federal  
3 privacy laws and regulations, including, but not limited to, the Privacy Act, 5  
4 U.S.C. § 552a, *et seq.*

5           **b.** Information, documents or tangible things, which may include,  
6 among other things, Department of Homeland Security, U.S. Immigration and  
7 Customs Enforcement, U.S. Customs and Border Protection, and/or U.S. Border  
8 Patrol records regarding law enforcement activities and operations, guidelines for  
9 law enforcement operations, training materials, and internal investigations.

10           **c.** Information, documents or tangible things, disclosing or  
11 containing identifying information of certain of Plaintiffs’ witnesses who have a  
12 fear of removal or criminal prosecution if their identities are disclosed.

13           **d.** All other [] documents, information or tangible things not  
14 identified above that **any party to this action contends in good faith contain**  
15 **confidential information, as well as copies or summaries of such information**  
16 **or materials that otherwise reveal the contents of such information, that the**  
17 **party would not ordinarily disclose and which should be protected from**  
18 **disclosure** under Federal Rule of Civil Procedure 26(c).

19           **3. Designations.** It shall be the duty of the party producing the Protected  
20 Material (“Producing Party”) to give notice of material that is to be considered  
21 covered by this Protective Order in the manner set forth in paragraphs 5, 8 and 11  
22 below. Protected Material may be designated as CONFIDENTIAL if the Producing  
23 Party believes in good faith that such material is covered by this Protective Order.  
24 A Party may designate material that it obtained from a Third Party pursuant to this  
25 Protective Order, if it believes in good faith that it qualifies as Protected Material  
26 under this Order.

27           **4. Duties.** The duty of the Party or Parties receiving the Protected  
28 Material (“Receiving Party”) and of all other persons bound by this Protective

1 Order to maintain the confidentiality of Protected Material so designated shall  
2 commence with such notice. Protected Material shall be designated by the  
3 Producing Party, subject to the provisions of this Order, with the designation of  
4 “CONFIDENTIAL.” No person subject to this Protective Order may disclose, in  
5 public or private, any Protected Material designated by a Party as  
6 “CONFIDENTIAL,” except as provided for in this Protective Order or as further  
7 ordered by the Court.

8 **5. Method Of Designation.** Each page of any material the Producing  
9 Party wishes to designate as Protected Material must be labeled CONFIDENTIAL,  
10 at the time the material, or a copy thereof, is provided to the Receiving Party. In  
11 the case of material contained in or on media other than paper, the Producing Party  
12 shall affix such a label to the material or use its best efforts to identify the material  
13 as Protected Material and affix the applicable designation.

14 **6. Access To Protected Material.** Only the following persons shall have  
15 access to or retain material designated as CONFIDENTIAL pursuant to this Order:

- 16 **a.** The Court and its official personnel;
- 17 **b.** The Parties and the employees, officers, directors, and  
18 executives of the Parties to this Action, including the Parties’ inside counsel;
- 19 **c.** Outside counsel for a Party. For the purposes of this Protective  
20 Order, “Outside Counsel” means the attorneys representing the Parties for this  
21 Action, the ACLU Foundation of San Diego and Imperial Counties, the ACLU of  
22 Southern California, and Cooley LLP for Plaintiffs and the United States  
23 Department of Justice for Defendants, including paralegals, office clerks,  
24 secretaries, and other support staff assisting those attorneys, working on the Action;
- 25 **d.** Outside experts and consultants retained by the Receiving  
26 Party’s Outside Counsel to assist in this Litigation (and the experts’ or consultants’  
27 staff whose duties and responsibilities require access to such materials), who are not  
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1 past or present employees of the Receiving Party or of an affiliate of the Receiving  
2 Party or any other Party;

3 e. Court reporters and translators;

4 f. Outside litigation support personnel retained by Outside Counsel  
5 to assist in the preparation and/or litigation of the Action, including contract  
6 attorneys or outside copying service vendors or electronic document management  
7 vendors;

8 g. Any person not otherwise covered by subparagraph (a), (b), or  
9 (c), who was involved in the preparation of such material or who received or  
10 reviewed such material for purposes other than this Action or who has been alleged  
11 to have received or reviewed such material for purposes other than this Action;

12 h. Witnesses at deposition not otherwise covered by subparagraphs  
13 (a), (b), or (c); and

14 i. Persons whom the Producing Party agrees in writing or on the  
15 record at a deposition may be shown CONFIDENTIAL material.

16 **7. Agreement By Persons Accessing Protected Materials.** All persons  
17 identified in paragraph 6 (d), (e), (f), (g), (h) and (i) who in the course of the case  
18 may be given access to Protected Material shall be required to read this Protective  
19 Order and agree, in writing, to be bound by this Protective Order by executing an  
20 acknowledgment in the form of Exhibit A that is annexed to this Protective Order.  
21 All such acknowledgments shall be maintained in the files of the counsel allowing  
22 access by such person to the Protected Material.

23 **8. Designation Of Protected Material At Depositions.** In the case of  
24 depositions, designation of the portion of the transcript (including exhibits) which  
25 contains Protected Material shall be made by a statement to such effect on the  
26 record in the course of the deposition; or upon review of such transcript, by counsel  
27 for the party to whose Protected Material the deponent has had access, said counsel  
28 designating within fourteen (14) calendar days after counsel's receipt of the

1 transcript, and listing on a separate piece of paper the numbers of the pages of the  
2 transcript containing Protected Material designated CONFIDENTIAL, inserting the  
3 page number list at the end of the transcript, and mail serving copies of the list to  
4 counsel for all Parties so that it may be affixed to the face of the transcript and each  
5 copy thereof. Pending such designation by counsel, the entire deposition transcript,  
6 including exhibits, shall be deemed CONFIDENTIAL. If no designation is made  
7 within fourteen (14) calendar days after receipt of the transcript, the transcript shall  
8 be considered not to contain any Protected Material other than those portions  
9 designated on the record during the deposition, if any.

10 **9. Use Of Protected Material At A Deposition.** If, during the course of  
11 any deposition, (a) an attorney-of-record for any Party desires to make inquiry into  
12 information subject to the designation of CONFIDENTIAL or (b) an attorney-of-  
13 record for any Party asserts that an answer to a specific inquiry is subject to the  
14 foregoing designation, the attorney shall make such inquiry only in the presence of  
15 those persons authorized to access to such information. Such testimony shall be  
16 designated as CONFIDENTIAL as appropriate, and the Parties to this Protective  
17 Order shall treat it as subject to the provision for disclosure set forth in this  
18 Protective Order. Counsel for either Party shall have the right to exclude from oral  
19 depositions, other than the deponent and the reporter, any person who is not  
20 authorized by this Protective Order to receive documents or information designated  
21 CONFIDENTIAL. Such right of exclusion shall be applicable only during periods  
22 of examination or testimony directed to or comprising CONFIDENTIAL  
23 information.

24 **10. Court Reporter At Deposition.** Any court reporter at a deposition  
25 shall agree, before transcribing any testimony designated as protected, that all  
26 Protected Material is and shall remain CONFIDENTIAL and shall not be disclosed  
27 except as provided under this Order.  
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1           **11. Treatment Of Protected Material During Inspection Of**  
2 **Documents.** It is contemplated that a Party might make available certain of its files  
3 for inspection by other Parties, which files may contain confidential as well as non-  
4 confidential material, and that following such inspection, the inspecting party will  
5 designate documents to be copied and the copies will be furnished or produced to it.  
6 All documents and their contents made available for such inspection shall be treated  
7 as CONFIDENTIAL until the Party allowing inspection has had a reasonable  
8 opportunity, not to exceed fourteen (14) calendar days, to designate and mark those  
9 documents which were copied as CONFIDENTIAL.

10           **12. Copies, Summarizations, Extracts Protected.** Protected Material  
11 designated under this Order shall include, without limitation: (a) all copies, extracts,  
12 and complete or partial summaries prepared from such documents, things, or  
13 information so designated; (b) portions of deposition transcripts and exhibits to  
14 deposition transcripts that contain, summarize, or reflect the content of any such  
15 documents, things, or information; and (c) portions of briefs, memoranda, or any  
16 other writings filed with the Court and exhibits thereto that contain, summarize, or  
17 reflect the content of any such documents, things, or information.

18           **13. Pleadings And Briefs Containing Protected Material.** To the extent  
19 that any Party seeks to file any paper with the Court that contains, summarizes, or  
20 reflects any Protected Material, the Party shall request that the material be filed  
21 under seal pursuant to the procedures set forth in Central District of California  
22 Local Civil Rule 79-5.1, unless the Parties agree that the documents can be redacted  
23 to remove the Protected Material. **The request to file under seal must**  
24 **demonstrate good cause for the under seal filing.**

25           **14. Court Hearings And Other Proceedings.** Nothing contained in this  
26 Protective Order shall be construed to prejudice any Party's right to use before the  
27 Court any Protected Material. However, before doing so, to the extent not  
28 otherwise authorized to be so used hereunder, the Party intending to use Protected



1 Material shall so inform the Court and the Producing Party, and any Party or Third  
2 Party may apply to the Court for appropriate protection, including clearing the  
3 hearing room or courtroom of persons not entitled to receive Protected Material  
4 pursuant to paragraph 6.

5 **15. Testimony At Pretrial Court Hearings And Other Proceedings.**

6 All testimony elicited during hearings and other proceedings that counsel for a  
7 Party or Third Party indicated on the record may be subject to the protections of this  
8 Order shall be deemed CONFIDENTIAL until the expiration of twenty one (21)  
9 calendar days after delivery of a copy of the transcript of the testimony by the court  
10 reporter to counsel who requested a copy of the transcript. Within the twenty one  
11 (21) calendar day period following such mailing of the transcript, any Party may  
12 move to seal the transcript under Local Civil Rule 79-5.1, designating all or any  
13 portion of the testimony as CONFIDENTIAL. Upon being informed that certain  
14 portions of a transcript are designated as CONFIDENTIAL, each Party must have  
15 each copy in their custody, possession or control immediately marked with the  
16 appropriate designation at the appropriate pages. Such designation must remain  
17 until the Court rules on the motion to seal.

18 **16. This Order Only Applies To Pretrial Discovery.** Nothing contained

19 in this Order shall restrict or limit any Party's right to present Protected Material to  
20 the Court during a trial in the Action. The use of Protected Material at trial shall be  
21 governed by the pretrial order.

22 **17. This Order Does Not Apply To Non-Private Information.** The

23 restrictions set forth in this Protective Order shall not apply to documents, things, or  
24 information that: (a) have been publicly disclosed or become public knowledge in a  
25 manner other than through a violation of this Order; or (b) have been independently  
26 obtained by the Receiving Party. If the Producing Party challenges the Receiving  
27 Party's invocation of this provision, then **the Receiving Party shall provide**

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1 **written documentation showing the material falls within categories of non-**  
2 **private information referenced in this provision.**

3 **18. Challenge To Designations.** If a Receiving Party seeks removal of  
4 protection for particular items designated as Protected Material on the ground that  
5 such protection is not warranted under controlling law, the following procedure  
6 shall be used:

7 **a.** The Receiving Party seeking such removal shall give counsel of  
8 record for the Producing Party, notice thereof, in writing by facsimile or email  
9 followed by a hard copy sent next business day courier, specifying the documents,  
10 things, or information for which such removal is sought and the reasons for the  
11 request. The Producing Party shall have ten (10) business days after receiving that  
12 notification within which to object to the removal of protection afforded by this  
13 Protective Order. Any such objection shall be made in writing (by facsimile or  
14 email followed by a hard copy sent next business day courier). Failure to object  
15 within the requisite time limit is deemed a waiver of any claim to protection for that  
16 specific document, thing, or information under this Protective Order.

17 **b.** If the Producing Party objects to the removal of the protection  
18 afforded by this Protective Order and the Receiving Party intends to submit the  
19 dispute to the Court for a ruling, the Receiving Party shall request to meet-and-  
20 confer with the Producing Party. Local Civil Rule 37-1 shall govern the meet-and-  
21 confer process.

22 **c.** If the Parties cannot reach agreement concerning the matter, the  
23 Receiving Party seeking such removal may submit to the Court for ruling a noticed  
24 motion to be relieved entirely or in part from the provisions of this Protective  
25 Order. The noticed motion shall be made in accordance with Local Civil Rule 37.  
26 The designated material shall continue to be treated in accordance with the original  
27 designation until the issue is resolved by Order of this Court or by agreement of the  
28 Parties.

1           **19. No Waiver By Failure To Challenge Designation.** For purposes of  
2 the Action or any other action, no Party concedes that any Protected Material  
3 designated as CONFIDENTIAL does in fact contain or reflect Protected Material.  
4 A Party shall not be obligated to challenge the propriety of the designation of  
5 Protected Material at the time made, and failure to do so shall not preclude a  
6 subsequent challenge.

7           **20. Inadvertent Disclosure Of Protected Material.** The failure by a  
8 Producing Party to designate specific documents or materials as Protected Material  
9 shall not, by itself, be deemed a waiver in whole or in part of a claim of  
10 confidentiality as to such documents or materials. Upon written notice to the  
11 Receiving Party of such failure to designate, or of incorrect designation, the  
12 Receiving Party shall cooperate to retrieve disseminated copies, and restore the  
13 confidentiality of the inadvertently disclosed information beyond those persons  
14 authorized to review such information pursuant to paragraph 6, and shall thereafter  
15 take reasonable steps to ensure that the Protected Material is treated in accordance  
16 with the designation. No person or Party shall incur any liability under this  
17 Protective Order with respect to disclosure that occurred prior to the receipt of  
18 written notice of the mistaken designation.

19           **21. Disclosure To Producing Party's Personnel.** Nothing in this  
20 Protective Order shall affect the right of the Producing Party to disclose to its  
21 officers, directors, employees, consultants, or experts, any documents, things, or  
22 information designated by it as Protected Material pursuant to this Order; such  
23 disclosure shall not waive the protection of this Protective Order and shall not entitle  
24 other Parties or their attorneys to disclose such information, documents, things, or  
25 information in violation of this Order.

26           **22. Disclosure To Unauthorized Persons.** If information subject to this  
27 Protective Order is disclosed to any unauthorized person either through  
28 inadvertence, mistake, or otherwise without authorization by the Producing Party,

1 or other than in the manner authorized by this Protective Order, the person  
2 responsible for the disclosure shall immediately (a) inform the Producing Party of  
3 all pertinent facts relating to such disclosure, including without limitation, the  
4 name, address, and telephone number of the recipient and his or her employer;  
5 (b) use his or her best efforts to retrieve the disclosed information and all copies  
6 thereof; (c) advise the recipient of the improperly disclosed information, in writing,  
7 of the terms of this Protective Order; (d) make his or her best efforts to require the  
8 recipient to execute an agreement to be bound by the terms of this Protective Order  
9 in the form of the declaration attached to this Protective Order as Exhibit A; and  
10 (e) take all other reasonable steps to prevent further disclosure by or to the  
11 unauthorized person who received the Protected Material.

12 **23. “Admissibility” Of Protected Material.** This Protective Order shall  
13 not constitute a waiver of any Party’s or non-party’s right to object to the  
14 admissibility into evidence of any Protected Material under Federal law.

15 **24. All Objections Preserved.** This Protective Order is intended to  
16 provide a mechanism for handling the disclosure or production of Protected  
17 Material to which there is no objection other than confidentiality. The protection  
18 afforded by this Order shall in no way affect a Producing Party’s right to withhold  
19 or redact documents as: (a) privileged under the attorney-client or other privilege,  
20 (b) protected by the work product doctrine, or (c) otherwise exempted from  
21 discovery under Rule 26 of the Federal Rules of Civil Procedure under any law.  
22 Additionally, this Protective Order shall not prejudice the right of a Party to:  
23 (a) seek additional protective treatment for any information it considers to be very  
24 highly sensitive, or otherwise exempt from disclosure, such that the protections in  
25 this Protective Order would be insufficient, (b) object to the designation of any  
26 document or information as CONFIDENTIAL, or (c) seek any modification of or  
27 relief from any provision of this Protective Order, either generally or as to any  
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1 particular Protected Material, by properly noticed motion with notice to all Parties  
2 and their respective counsel.

3 **25. Advice To Client.** Nothing in this Protective Order shall prevent or  
4 otherwise restrict counsel from rendering legal advice to the clients in this  
5 Litigation and, in the course of this Litigation, relying generally on examination of  
6 designated Protected Materials; provided, however, that in rendering such advice  
7 and otherwise communicating with such client, counsel shall not disclose the  
8 specific contents of Protected Materials to persons not authorized to receive such  
9 material pursuant to the Protective Order.

10 **26. Inadvertent Disclosure Of Privileged Information.**

11 **a.** The inadvertent disclosure of Material covered by the attorney-  
12 client privilege, the work-product doctrine, or any other recognized privilege shall  
13 be governed by Federal Rule of Evidence 502 and this Protective Order.

14 **b.** If, in connection with the pending Litigation, a Producing Party  
15 inadvertently discloses information subject to a claim of a privilege or protection  
16 described in paragraph 26(a) (“Inadvertently Disclosed Information”), the  
17 disclosure of the Inadvertently Disclosed Information shall not constitute or be  
18 deemed a waiver or forfeiture of any claim of privilege or work-product protection  
19 that the Producing Party would otherwise be entitled to assert with respect to the  
20 Inadvertently Disclosed Information and its subject matter.

21 **c.** If a claim of inadvertent disclosure is made by a Producing Party  
22 with respect to Inadvertently Disclosed Information, the Receiving Party shall,  
23 within five (5) business days, return or destroy all copies of the Inadvertently  
24 Disclosed Information and provide a certification of counsel that all such  
25 Inadvertently Disclosed Information has been returned or destroyed.

26 **d.** Within twenty-one (21) calendar days of the notification that  
27 such Inadvertently Disclosed Information has been returned or destroyed, or within  
28 a different time upon written agreement of the Parties or order of the Court, the

1 Producing Party shall produce a privilege log with respect to the Inadvertently  
2 Disclosed Information.

3 e. Nothing in this Protective Order shall limit the right of any Party  
4 to petition the Court, **pursuant to Local Rule 37**, for an order compelling  
5 production of such Inadvertently Disclosed Information, or for an in-camera review  
6 of the Inadvertently Disclosed Information.

7 **27. Good Faith Designations.** Each Party agrees that designation of  
8 Protected Material and responses to requests to permit further disclosure of  
9 Protected Material shall be made in good faith and not: (a) to impose burden or  
10 delay on an opposing Party, or (b) for tactical or other advantage in litigation.  
11 Further, each Party agrees to make best efforts to avoid as much as possible  
12 inclusion of Protected Material in briefs and other captioned documents filed in  
13 court, in order to minimize sealing and designating such documents as Protected  
14 Material.

15 **28. Use Of Information Subject To Protective Order.** Use of any  
16 information or documents subject to this Protective Order, including all information  
17 derived therefrom, shall be restricted to use in this Litigation (subject to the  
18 applicable rules of evidence and subject to the confidentiality of such materials  
19 being maintained) and shall not be used by anyone subject to the terms of this  
20 agreement, for any purpose outside of this Litigation or any other proceeding  
21 between the Parties. Without limiting the generality of the foregoing sentence, no  
22 one subject to this Protective Order shall use information deemed  
23 CONFIDENTIAL obtained in this Litigation to retaliate against, intimidate, report  
24 or refer an individual to any governmental authorities, discriminate against in any  
25 manner, or harass any other Party or witness, relatives of any other Party or witness,  
26 including domestic partners of a party or witness, or any individuals associated with  
27 the Parties in any way.

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1           **29. Meet And Confer.** Prior to filing any motion or application before the  
2 Court to enforce this Protective Order, the moving party shall notify the other  
3 Party(ies) in writing and meet and confer in good faith in an attempt to resolve their  
4 dispute(s). Local Civil Rule 37-1 shall govern the meet-and-confer process.

5           **30. Injunctive Relief.** In the event anyone violates or threatens to violate  
6 any of the terms of this Protective Order, the the aggrieved party may, subject to the  
7 “meet and confer” requirement set forth above, apply to the Court to obtain  
8 injunctive relief against any such person violating or threatening to violate any of  
9 the terms of this Protective Order. The motion shall be made in accordance with  
10 Local Civil Rule 37. In the event the aggrieved party brings such motion or  
11 application, the responding person subject to the provisions of this Protective Order  
12 shall not employ as a defense the claim that the aggrieved party possesses an  
13 adequate remedy at law. The Parties and Third Parties shall not use or reveal,  
14 directly or indirectly, any information in violation of this Protective Order.

15           **31. Other Actions.** If any Party is (a) subpoenaed in another action,  
16 (b) served with a demand in another action to which it is a Party, or (c) served with  
17 any legal process by one not a party to this action, seeking information or material  
18 which was produced or designated as CONFIDENTIAL by someone other than that  
19 Party, the Party shall give prompt actual written notice, by hand or facsimile  
20 transmission, within ten (10) calendar days of receipt of such subpoena, demand, or  
21 legal process, to those who produced the Protected Material as CONFIDENTIAL  
22 prior to compliance with the subpoena so as to allow the Producing Party to seek  
23 protection from the relevant court(s). Nothing in this Protective Order shall be  
24 construed as requiring the Party or anyone else covered by this Protective Order to  
25 challenge or appeal any order requiring production of information or material  
26 covered by this Protective Order, or to subject itself to any penalties for  
27 noncompliance with any legal process or order, or to seek any relief from this  
28 Court.

1           **32. Survival And Final Disposition Of Designated Material.** Final  
2 termination of the Litigation, including exhaustion of appellate remedies, shall not  
3 terminate the limitations on use and disclosure imposed by the Protective Order.

4           **a.** Upon final termination of the Litigation by final judgment  
5 (whether by settlement, trial, or otherwise), including the time for filing and  
6 resolution of all appeals, or within such other period as the Parties may agree upon,  
7 and upon written request of the producing Party, all Protected Material and copies  
8 of Protected Material, including such material in the hands of outside experts or  
9 consultants, shall be delivered to counsel of record for the Producing Party of such  
10 material. In the absence of any such written request, any Protected Material shall  
11 be destroyed within sixty (60) calendar days of final termination of the Litigation.  
12 In the event of destruction, the producing Party shall promptly be advised in writing  
13 that such Protected Material has been destroyed.

14           **b.** Any Protected Material filed or lodged with and retained by the  
15 Court shall not be subject to the provisions of this paragraph 31.

16           **c.** Notwithstanding the foregoing, in-house counsel and Outside  
17 Counsel may retain copies of briefs and other papers filed with the Court,  
18 deposition transcripts, discovery responses, and attorney work product that contains  
19 or constitutes Protected Material. Further, in-house counsel and Outside Counsel  
20 are not required to delete information that may reside on their firm's electronic  
21 back-up systems that are over-written in the normal course of business. Any such  
22 archival copies that contain or constitute Protected Material remain subject to this  
23 Protective Order and shall be maintained in a safe and secure manner.

24           **33. Amendment Or Termination Of Protective Order.** No part of the  
25 restrictions imposed by this Protective Order may be terminated, except by written  
26 stipulation executed by counsel of record for each Producing Party or by an Order  
27 of this Court for good cause shown. The terms of this Protective Order shall  
28 survive termination of the Action.



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**34. Jurisdiction For Enforcement.** The Court retains jurisdiction subsequent to settlement or entry of judgment to enforce the terms of this Protective Order. Each person to whom disclosure of any Protected Information is made agrees to subject himself to the jurisdiction of the Court in which this action is pending for the purpose of proceedings relating to the performance under, compliance with, or violation of this Protective Order.

**35. Limitations.** Nothing in this Order shall be deemed to restrict in any manner the use by any party of its own documents or materials. Nothing in this Protective Order should be construed as prohibiting a non-party from seeking additional protections of records or information that it owns or controls.

**IT IS SO ORDERED**



Date: February 6, 2014

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Hon. Paul L. Abrams  
U.S. Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT CONCERNING  
CONFIDENTIAL INFORMATION**

1. My name is \_\_\_\_\_ (first, middle initial, last).

2. I live at \_\_\_\_\_ (street address), \_\_\_\_\_ (city), \_\_\_\_\_ (state) \_\_\_\_\_ (zip code).

3. I am employed as a/an \_\_\_\_\_ by \_\_\_\_\_ (company), which is located at \_\_\_\_\_ (street address), \_\_\_\_\_ (city), \_\_\_\_\_ (state) \_\_\_\_\_ (zip code). Its telephone number is \_\_\_\_\_.

4. I have read the attached Protective Order entered in the action of *Isidora Lopez-Venegas, et al. v. Rand Beers, et al.*, pending in the Central District of California and bearing Case No. CV 13-03972-JAK, and a copy of the Protective Order has been given to me.

5. I agree to be bound by the terms of the Protective Order, and agree that any Protected Material, within the meaning of the Protective Order, will be used by me only to assist counsel in connection with the above-referenced litigation or as otherwise authorized by the Protective Order.

6. I agree that I will not disclose or discuss Protected Material designated as CONFIDENTIAL with anyone other than the persons described in paragraph 6 of the Protective Order.

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7. I understand that any disclosure or use of Protected Material in any manner contrary to the provisions of the Protective Order may subject me to sanctions for contempt of the Court's Order.

8. I agree to be subject *in personam* to the jurisdiction of the Central District of California in connection with any proceeding relating to the enforcement of the Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_

(date)

\_\_\_\_\_

(signature)