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[Additional Counsel Listed on Signature Page]
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CITY OF LOS ANGELES, a municipal corporation,

Plaintiff,

v.

CITIGROUP INC.; CITIBANK, N.A.;
CITIMORTGAGE, INC.; CITICORP
TRUST BANK, FSB; and CITI
HOLDINGS, INC.

Defendants.

No. 2:13-cv-09009-ODW(RZx)
**[PROPOSED] PROTECTIVE
ORDER ON AMENDED
STIPULATION REGARDING
CONFIDENTIAL
INFORMATION**

DISCOVERY MATTER

1 appropriate to protect “trade secrets and confidential information” the “public
2 dissemination” of which would cause “great economic harm”).

3 5. Where a document or response consists of more than one page, the first
4 page and each page on which Confidential Information appears shall be so
5 designated. The parties agree, however, that confidentiality designations initially
6 may be made at the document level, not the page level (each page of any documents
7 so designated shall still be stamped “Confidential). If a party challenges all or any
8 part of the confidentiality designation with respect to any Discovery Materials, or if a
9 party provides notice that it intends to file any Discovery Materials, the Disclosing
10 Party shall re-designate such Discovery Materials, as appropriate to address the non-
11 disclosing party’s challenge or notice, on a page-by-page basis with respect to any
12 portion to be designated “Confidential”. If the Disclosing Party does not re-designate
13 such Discovery Materials on a page-by-page basis within 15 business days of
14 receiving the non-disclosing party’s challenge or notice of intent to file, then the
15 confidentiality designation shall be deemed withdrawn. If a party is producing a
16 large volume of multi-page consumer loans documents likely to contain Confidential
17 Information, in circumstances in which it may impose an undue burden to conduct a
18 page-by-page or document-by-document review for Confidential Information, the
19 Disclosing Party may designate all such documents as Confidential, subject to
20 challenge and notice as set forth herein.

21 6. The Disclosing Party may designate information disclosed by it during a
22 deposition or in response to written discovery as “Confidential” by so indicating in
23 said responses or on the record at the deposition and requesting the preparation of a
24 separate transcript of such material. Additionally the Disclosing Party may designate
25 in writing, within 30 days after service of said responses or receipt of the deposition
26 transcript for which the designation is proposed, that specific pages of the transcript
27 and/or specific responses be treated as Confidential Information. Any other party
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1 may object to such proposal, in writing or on the record. Deposition transcripts shall
2 be treated in their entirety as Confidential Information for 30 days after receipt,
3 unless a motion is due to be filed, in which case the 30 day period expires five days
4 prior to the motion filing deadline. If a transcript is received within five days prior to
5 a motion filing deadline, the transcript shall be treated as Confidential Information
6 until two court days prior to the motion filing deadline. All parties shall affix the
7 Confidential legend on each page of the deposition transcript designated Confidential
8 Information at the deposition or by subsequent written notice.

9 7. If it comes to a Disclosing Party's attention that information or items
10 that it designated for protection do not qualify for protection at all, the Disclosing
11 Party must promptly notify all other parties that it is withdrawing the mistaken
12 designation.

13 8. A party or non-party's inadvertent failure to timely designate any
14 Discovery Materials as Confidential Information does not waive that party's right to
15 secure protection under this Order for such material. At any time, the Disclosing
16 Party may designate Discovery Materials as Confidential Information by providing
17 written notice to the receiving party. Upon receiving notification of the designation,
18 the receiving party must make reasonable efforts to assure that the Confidential
19 Information is treated in accordance with the provisions of this Order going forward.

20 9. A party or non-party's failure to designate Discovery Materials as
21 Confidential Information does not constitute forfeiture of a claim of confidentiality
22 as to any other Discovery Materials.

23 **NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

24 10. Except with the prior written consent of the Disclosing Party, or as
25 otherwise permitted pursuant to this Protective Order, Discovery Materials
26 designated Confidential Information shall only be used for the purpose of this
27 Litigation, the related lawsuit brought against Defendants in the Central District of
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1 California by the Los Angeles Unified School District (No. 14-cv-7368), and any
2 lawsuit that the Court formally relates to this action (“Related Litigation”), including
3 any related appellate proceedings, and not for any other present or future disputes,
4 proceedings or litigation, or any other business, commercial, competitive, personal,
5 private, public, or other purpose whatsoever. Should additional litigation be filed
6 against Defendants that a party believes should also be designated as related
7 litigation in which Confidential Information may be used, the parties will meet and
8 confer in good faith regarding the issue.

9 **PERMISSIBLE DISCLOSURES**

10 11. Discovery Materials designated Confidential Information in accordance
11 with the terms of this Protective Order shall not be disclosed to any person other than
12 the following, and only to the extent necessary in connection with this or Related
13 Litigation:

14 a. counsel for the parties to this Litigation or Related Litigation,
15 including in-house counsel, co-counsel, and their associated attorneys, paralegals,
16 and other professional personnel provided they are assisting such counsel with this
17 Litigation or Related Litigation; are under the supervision or control of such counsel,
18 and who have been advised by such counsel of their obligation hereunder;

19 b. persons or entities that provide litigation support services (*e.g.*,
20 photocopying; videotaping; translating; preparing exhibits or demonstrations;
21 organizing, storing, retrieving data in any form or medium; etc.) and their employees
22 and subcontractors, provided they are assisting with this Litigation or Related
23 Litigation and have been advised by such counsel of their obligation hereunder;

24 c. any officer or employee of a party, to the extent deemed
25 necessary by counsel for the prosecution or defense of this Litigation or Related
26 Litigation;

1 d. outside consultants or expert witnesses retained or consulted in
2 connection with this Litigation or Related Litigation, provided that each such person
3 shall execute a copy of the certification annexed to this Protective Order as Exhibit A
4 before being shown or given any Confidential Information;

5 e. other witnesses who may testify at a deposition, hearing, or at
6 trial, provided that such witnesses shall execute a copy of the certification annexed to
7 this Protective Order as Exhibit A before being shown or given any Confidential
8 Information;

9 f. an officer before whom a deposition is taken, including
10 stenographic reports and any necessary secretarial, clerical or other personnel of such
11 officer, provided that such persons shall execute a copy of the certification annexed
12 to this Protective Order as Exhibit A before being shown or given any Confidential
13 Information;

14 g. the original authors or recipients of the Confidential Information;

15 h. the Court, court personnel and court reporters (who shall have no
16 obligation to execute the certification annexed to this Protective Order as Exhibit A);
17 and

18 i. any other person provided that (i) the Disclosing Party has
19 consented in writing to disclosure to such other person(s) and (ii) such person(s)
20 shall execute a copy of the certification annexed to this Protective Order as Exhibit A
21 before being shown or given any Confidential Information.

22 **RESOLVING DISPUTED CLASSIFICATIONS**

23 12. Should a party wish to object to a confidential designation of any
24 Discovery Materials (the “Objecting Party”), the Objecting Party shall notify the
25 Disclosing Party in writing regarding the basis for the dispute (“Designation
26 Objection”). In its Designation Objection, the Objecting Party shall identify the
27 specific Discovery Materials as to which the designation is disputed (i.e., by
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1 document bates numbers, deposition transcript page and line reference, or other
2 means sufficient to locate such materials).

3 a) Within 15 days of receiving the Designation Objection, the
4 Disclosing Party and the Objecting Party shall meet and confer in good faith to
5 attempt to resolve the dispute without involvement of the Court.

6 b) If no resolution is reached, this Order shall be without prejudice
7 to the right of the parties (i) to bring before the Court through a jointly filed
8 stipulation, pursuant to Local Rules 37-1 and 37-2 governing discovery disputes, the
9 question of whether any particular document or information is confidential or
10 whether its use should be restricted or (ii) to present a motion to the Court under Fed.
11 R. Civ. P. 26(c) for a separate protective order as to any particular document or
12 information, including restrictions differing from those as specified herein. This
13 Order shall not be deemed to prejudice the parties in any way in any future
14 application for modification of this Order.

15 c) Nothing in this Protective Order shall be deemed to prevent the
16 Disclosing Party from arguing during the determination process for limits on the use
17 or manner of dissemination of Discovery Materials that is found to no longer
18 constitute Confidential Information.

19 **SUBPOENA BY OTHER COURTS OR AGENCIES**

20 13. If at any time any Confidential Information is subpoenaed by a court,
21 administrative or legislative body, or by any other person or entity purporting to have
22 authority to require the production of such information, the person to whom the
23 subpoena is directed shall give written notice thereof to the Disclosing Party within
24 five days. After receipt of the notice specified under this paragraph, the person
25 seeking to maintain confidentiality shall have the sole responsibility for obtaining
26 any order it believes necessary to prevent disclosure of the Confidential Information
27 that has been subpoenaed. If the person seeking to maintain confidentiality does not
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1 move for a protective order or other legal intervention within the time allowed for
2 production by the subpoena (or within such time as a court may direct or as may be
3 agreed upon between the designating person and the subpoenaing party) and give
4 written notice of such action to the subpoenaing party and the person to whom the
5 subpoena is directed, the person to whom the subpoena or other request is directed
6 may commence production in response thereto. Nothing in this Order shall be
7 construed as authorizing a party to disobey a lawful subpoena issued in another
8 action.

9 **FILING DOCUMENTS UNDER SEAL**

10 14. No Confidential Information shall be filed in the public record without
11 the written permission of the Disclosing Party, or a court's order. The parties shall
12 comply with Local Rule 79-5.1 and the Court's procedures (including section XVI
13 and the Central District of California pilot program) when attempting to seal any
14 document(s) reflecting Confidential Information.

15 15. Hard copies of any Discovery Materials containing Confidential
16 Information which are served on opposing counsel shall be delivered in a sealed
17 envelope stamped:

18 **CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

19 and shall be treated in accordance with the provisions of this Protective Order.

20 **CONFIDENTIAL INFORMATION AT TRIAL OR HEARINGS**

21 16. The restrictions, if any, that will govern the use of Confidential
22 Information at trial or hearings, will be determined at a later date by the Court, in
23 consultation with the parties.

24 **INADVERTANT DISCLOSURE OF CONFIDENTIAL INFORMATION**

25 17. If a party or its counsel inadvertently discloses Confidential Information
26 to persons who are not authorized, pursuant to this Order, to use or possess the
27 Confidential Information, the party who inadvertently disclosed the Confidential
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1 Information shall (i) provide prompt written notice of the disclosure to the
2 Disclosing Party upon learning of its inadvertent disclosure; and (ii) seek the
3 immediate return of the Confidential Information from the unauthorized party in
4 possession of the Confidential Information.

5 **NON-TERMINATION**

6 18. All provisions of this Protective Order restricting the communication or
7 use of Confidential Information shall continue to be binding after the conclusion of
8 this Litigation. Upon the conclusion of the Litigation, including any appeals, a party
9 in the possession of Confidential Information, other than that which is contained in
10 pleadings, correspondence, work product, and deposition transcripts, shall either (a)
11 return such documents no later than 60 days after conclusion of this action to counsel
12 for the Disclosing Party, or (b) destroy such documents within 60 days, and certify in
13 writing to the Disclosing Party that the documents have been destroyed. If any
14 Confidential Information has been furnished under this Order to any expert or other
15 third-party, counsel for the party furnishing the Confidential Information shall
16 request in writing that all such Confidential Information, other than that which is
17 contained in pleadings, correspondence, work product, and deposition transcripts, be
18 returned to counsel or destroyed.

19 **MODIFICATION PERMITTED**

20 19. Nothing in this Protective Order shall prevent any party or other person
21 from seeking modification of this Protective Order.

22 **NO WAIVER OF OBJECTIONS**

23 20. Nothing in this Protective Order shall constitute a waiver of a party's
24 right to object to any Discovery Materials on any grounds or to object to the
25 admission in evidence of Discovery Materials at any motion hearing or trial.
26 Nothing in this Protective Order shall be deemed to expand or limit the permissible
27 scope of discovery in this litigation.

1 **RESPONSIBILITY OF ATTORNEYS**

2 21. The counsel for the parties are responsible for employing reasonable
3 measures, consistent with this Protective Order, to control duplication of, access to
4 and distribution of copies of Confidential Information.

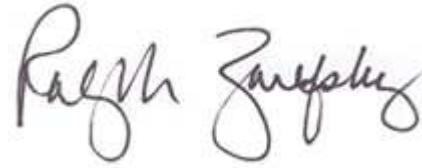
5 22. The counsel for the parties are responsible for administering and
6 keeping the executed original copy of Exhibit A pursuant to ¶¶ 11(d), (f) , and (i)
7 above.

8 **NO WAIVER**

9 23. Nothing herein shall be deemed to waive any applicable privilege or
10 work product protection, or to affect the ability of a party to seek relief for an
11 inadvertent or unintentional disclosure of Discovery Materials protected by any
12 privilege or work product protection. Pursuant to the Court’s authority under Federal
13 Rule of Evidence 502 and any other applicable law, rule, or legal principal, the
14 inadvertent production of Discovery Materials subject to the attorney-client privilege
15 or work-product immunity shall not waive the privilege or immunity if a written
16 request for the return of such documents or information is made promptly after the
17 Disclosing party learns of its inadvertent production. Upon such a written request,
18 the receiving party shall return to the Disclosing party or destroy all copies of the
19 Discovery Materials identified by the Disclosing party as subject to the privilege or
20 work-product immunity.

21 24. Nothing contained in this Protective Order and no action taken pursuant
22 to it shall prejudice the right of any party to contest the alleged relevancy,
23 admissibility or discoverability of Discovery Materials, whether designated
24 Confidential Information or not.

1 **IT IS SO ORDERED.**



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3 DATED: February 18, 2015

By: _____

4 HONORABLE RAPH ZAREFSKY
5 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *City of Los Angeles v. Citigroup Inc., et al.*, Case No. 13-CV-09009. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any matter any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order.

Date: _____

City and State: _____

Printed name: _____

Signature: _____

