

1 CENTER FOR DISABILITY ACCESS  
 2 Mark Potter, Esq., SBN 166317  
 3 Michelle Uzeta, Esq., SBN 164402  
 4 Mail: PO Box 262490  
 5 San Diego, CA 92196-2490  
 6 Delivery: 9845 Erma Road, Suite 300  
 7 San Diego, CA 92131  
 8 (858) 375-7385; (888) 422-5191 fax  
 9 michelleu@potterhandy.com

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 **Mirella Jeffers,**

11 Plaintiff,

12 v.

13 **Barbera Management**  
 14 **Corporation and Does 1-10**  
 15 **inclusive,**

16 Defendants.

Case 2:14-cv-00787-RGK-AS

~~[Proposed]~~ **Protective Order**

17  
 18 By agreement of the parties hereto, pursuant to the Amended  
 19 Stipulation for Protective Order filed concurrently herewith, and for good  
 20 cause shown, it is hereby ORDERED:

21  
 22 1. In order to expedite the flow of discovery materials, facilitate  
 23 the prompt resolution of disputes over confidentiality, adequately protect  
 24 material containing information which a party contends is to be kept  
 25 confidential and serve the speedy ends of justice, a protective order for  
 26 such information is prudent and necessary.

27  
 28 2. When used in this order, the term "Confidential Information"

1 means any and all information regarding or relating to the medical  
2 condition or ability of Plaintiff Mirella Jeffers no matter from whom it is  
3 obtained or by whom it is obtained. When used in this order the term  
4 “Confidential Material” means all written, recorded, or graphic matter,  
5 however produced, reproduced, or maintained, including all information  
6 kept in electronic, magnetic, or photographic form, and all other tangible  
7 items which a party contends disclose confidential information, including all  
8 non-identical copies and drafts.

9         3. A party shall designate a document or other written  
10 information as Confidential Material by stamping each page of the  
11 document, or the portions of the document which are believed to warrant  
12 confidential protection with the following legend: “**CONFIDENTIAL**”.  
13 Recordings, photographs, and other tangible items warranting confidential  
14 protection shall be similarly marked.

15         4. Counsel for a party may designate any deposition transcript or  
16 portion of any deposition transcript as Confidential by so stating on the  
17 record or by giving notice in writing to the other parties within 30 days of  
18 receipt of the deposition transcript, prior to which time the entire deposition  
19 transcript shall be treated by the parties as Confidential. In either of the  
20 foregoing instances, the stenographer shall be instructed to place the word  
21 “CONFIDENTIAL” on the first page and portions of the original and all  
22 copies of the transcripts containing any Confidential Information. In  
23 addition, unless otherwise arranged in advance by the parties, attendance  
24 at any deposition shall be limited to those persons entitled to receive  
25 Confidential Materials pursuant to this Order.

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27  
28         5. When used in this Order, the term “Covered Persons” includes

1 only the following: (1) the named plaintiffs, defendants, cross-complainants  
2 and cross defendants in this litigation; (2) the named counsel for all parties  
3 in the litigation, including members of counsel's legal or support staff (e.g.  
4 associates within counsel's firm, in-house investigators, secretaries, legal  
5 assistants, paralegals and law clerks), to the extent reasonably necessary  
6 for such persons to render assistance in this litigation; (3) the court and its  
7 personnel; (4) court reporters and their staff, professional jury or trial  
8 consultants, mock jurors, and professional vendors to whom disclosure is  
9 reasonably necessary for this litigation; and (5) experts retained or  
10 consulted by counsel for any party to assist in the preparation, prosecution,  
11 or evaluation of this litigation including copy service personnel, insurance  
12 carriers and adjusters.

13         6. Absent a further order of the Court, those documents marked  
14 as Confidential Materials, as described in paragraph 4, shall not be used  
15 for any purpose other than the prosecution or defense of this captioned  
16 action, and shall not be shown, disseminated or disclosed in any manner  
17 to anyone other than Covered Persons without the prior written agreement  
18 of a party or order of the Court after due notice to the party. Any person  
19 receiving Confidential Materials in the course of this litigation will use  
20 reasonable care to safeguard and preserve the confidential character of  
21 such information and prevent it from being communicated.

22         7. Before disclosing any confidential information pursuant to the  
23 above paragraph, counsel shall first obtain from such person a signed  
24 "Written Assurance" in the form attached hereto as "Exhibit A." Counsel  
25 shall maintain a list of all such recipients of confidential information to  
26 whom this paragraph applies and the original of all Written Assurance non-  
27 disclosure agreements required pursuant to this paragraph. Counsel shall  
28 provide copies of each Written Assurance to the counsel for Plaintiff within

1 two (2) working days of its execution and prior to the disclosure of the  
2 confidential information. Counsel for Defendants shall not be required to  
3 disclose the actual identity of any expert they retain or consult with until it  
4 is determined that such expert will be a witness at trial. All consulting  
5 experts shall be required to execute the Written Assurance and counsel for  
6 Defendants shall forward the same to counsel for Plaintiff, along with all  
7 materials provides, at the conclusion of the litigation.

8 8. In the event a party to this litigation seeks to file or lodge  
9 Confidential Material with the Court for any purpose, the party, prior to  
10 filing or lodging such documents, first notify all parties in writing of such  
11 intent. This notice shall identify each document or other tangible item the  
12 party intends to file or intends to lodge with the Court. The designating  
13 party shall then have ten (10) days from the mailing of the notice to file or  
14 lodge Confidential Material to serve a Notice of Intent to Seal. The  
15 designating party shall then have fifteen (15) days from the mailing of the  
16 Notice of Intent to Seal to file and serve a motion or an application for an  
17 order to have the records sealed pursuant to Local Rule of Court 79-5.1. If  
18 the designating party serves a Notice of Intent to Seal, and thereafter files  
19 such a motion or application to have the Confidential Material filed under  
20 seal, and during the pendency of such motion, the receiving party shall  
21 refrain from filing or lodging such materials with the Court until the Court  
22 rules on the designating party's motion or application.

23 9. A deponent may, during his or her deposition, be shown, and  
24 examined about material a party contends is Confidential Material or  
25 Confidential Information, if the deponent agrees to comply with the  
26 provisions of this Protective Order. If any material a party contends is  
27 Confidential Material is sought or referred to in the course of a deposition,  
28 that portion of the deposition shall be treated as Confidential Material.

1           10. If any party objects to the designation of any record as  
2 Confidential Material, that party shall first notify all other parties in writing  
3 within 30 days of receipt of the Confidential Material, specifying the factual  
4 and legal basis for the objection. Any motion challenging the designation  
5 of Confidential Material must be made no later than sixty (60) days  
6 following the receipt of Confidential Material.

7           11. Filing Confidential Material: Any party that seeks to file under  
8 seal any material designated as Confidential must comply with Civil Local  
9 Rule 79-5 and with any pertinent orders of the assigned District Judge and  
10 Magistrate Judge.

11           12. Meet and Confer/Discovery Motion: Any party challenging a  
12 confidentiality designation or a party's intent to file confidential matters with  
13 the Court, including applications to file such documents under seal, must  
14 initiate the dispute resolution process under Local Rule 37-1 et. seq. Any  
15 discovery motion must strictly comply with the procedures set forth in Local  
16 Rules 37-1, 37-2 and 37-3. The burden of persuasion in any such  
17 challenge proceedings shall be on the Designating Party. Frivolous  
18 challenges, and those made for an improper purpose (eg., to harass or  
19 impose unnecessary expenses and burdens on other parties) may expose  
20 the Challenging Party to sanctions. Unless the Designating Party has  
21 waived or withdrawn the confidentiality designation, all parties shall  
22 continue to afford the material in question the level of protection to which it  
23 is entitled under the Producing Party's designation until the Court rules on  
24 the challenge.

25           13. Information and documents subject to this Order and any  
26 duplicates thereof may not be used for any purpose other than the  
27 prosecution or defense of this lawsuit.

28           14. This Order shall not limit the right of the parties to apply for

1 further protective orders or modification or extension of this Order, and  
2 shall not restrict the use by the parties of its own information.

3 15. Within thirty (30) days of the final termination of this litigation  
4 (the earlier of execution of settlement agreement or entry of judgment),  
5 counsel shall return to counsel of record for a designating party all  
6 Confidential Material, including all copies of Confidential Material,  
7 produced pursuant to the Protective Order. Counsel for the parties shall  
8 also contact all persons who have executed Written Assurances and direct  
9 the return of all confidential documents, including all copies of confidential  
10 documents to counsel of record for a designating party. Accompanying the  
11 return of all confidential documents, counsel for all parties shall provide to  
12 counsel of record for a designating party executed Certifications in the  
13 form attached hereto as Exhibit B (executed by counsel) and Exhibit C  
14 (executed by each expert and anyone else who had access to such  
15 Confidential Material). Notwithstanding this provision, Counsel are  
16 entitled to retain an archival copy of all pleadings, motion papers, trial,  
17 deposition, and hearing transcripts, legal memoranda, correspondence,  
18 deposition and trial exhibits, expert reports, attorney work product, and  
19 consultant and expert work product, even if such materials contain  
20 Confidential Information. Any such archival copies that contain or  
21 constitute Confidential Information remain subject to this Protective Order.

22 16. A document, recording, photograph, or other tangible item  
23 warranting confidential protection that contains Confidential Information as  
24 identified in this stipulated protective order shall not lose its confidential  
25 status solely because it was inadvertently not marked by the parties as  
26 Confidential.

27 17. The inadvertent, unintentional, or in camera production of any  
28 confidential information shall not, under any circumstances, be deemed a

1 waiver, in whole or in part, of the confidentiality of the confidential  
2 information in question. If a party should inadvertently produce any  
3 confidential information not responsive to a formal request for production  
4 and/or an order of the Court, the recipient shall immediately return the  
5 confidential information, including all copies thereof, and shall make no use  
6 of the confidential information for any purpose.

7 18. In the event that any Confidential Material is used in any court  
8 proceeding in this action, it shall not lose its confidential status through  
9 such use, and the party using such shall take all reasonable steps to  
10 maintain its confidentiality during such use.

11 19. This Order shall be binding upon all persons who receive  
12 actual notice of its contents. The parties to this litigation, their attorneys,  
13 and the employees, consultants and other persons employed or retained  
14 by the parties or their attorneys, submit to the jurisdiction of this Court for  
15 the purposes of enforcing this order.

16 20. Any use of Confidential Material at trial shall be governed by  
17 a separate agreement or order.

18  
19 IT IS SO ORDERED.

20  
21 DATED: September 17, 2014

/ s /

Hon. Alka Sagar  
United States Magistrate Judge