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NOTE: CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CALIFORNIA COMMUNITIES  
AGAINST TOXICS, an  
unincorporated non-profit association,

Plaintiff,

vs.

ARMORCAST PRODUCTS  
COMPANY, INC., a corporation; ARI  
ALEONG, an individual,

Defendants.

Case No. 2:14-CV-05728-PA-FFMx

**[PROPOSED] PROTECTIVE  
ORDER RE INITIAL RULE 34  
INSPECTION OF ARMORCAST  
PRODUCTS COMPANY, INC.'S  
FACILITY**

The parties, having executed a Stipulation for Entry of Protective Order re  
Initial Rule 34 Inspection of Armorcast Products Company, Inc.'s ("Armorcast")  
Facility, and good cause appearing,

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**IT IS HEREBY ORDERED** as follows:

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2 a. Any and all information and observations gathered by any  
3 individual during the course of any site inspection at Armorcast’s facility shall be kept  
4 confidential and not disclosed for any purpose outside of this instant litigation. No  
5 participant in any site inspection may disclose or discuss what he or she observed  
6 and/or learned during the site inspection with any person or entity not directly  
7 involved in this litigation, including but not limited to the media, Defendant’s  
8 competitors, or any other person or entity not subject to this Protective Order.  
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12 2. Plaintiff’s photographer and consultant, Matthew Hagemann, shall be  
13 able to display, distribute and/or disseminate the still photographs he takes at the  
14 initial site inspection only to the individuals identified in Paragraph 3(d) of the  
15 Stipulation for Entry of Protective Order re Initial Rule 34 Inspection of Armorcast’s  
16 Facility and, excepting the Court and Court personnel, only once said individuals sign  
17 the Agreement To Be Bound By Terms of Protective Order that is attached to parties’  
18 Stipulation (a copy of which is attached hereto as Exhibit “A”).  
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22 3. There shall be no other display, distribution or dissemination of said  
23 photographs except pursuant to court order or further stipulation of the parties.  
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25 4. Plaintiff shall provide electronic copies of all photographs taken during  
26 any site inspection to counsel for Defendant on the same day as the site inspection.  
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i. Defendants, following their review of the photographs taken by Plaintiff's consultant, may contest the nature and scope of any photograph as infringing upon Defendant's confidential business dealings or trade secrets. Defendants may raise the issue to the Magistrate Judge, or an agreed upon neutral, and explain why the photograph(s) has no relevance or value to the litigation and must be immediately destroyed by Plaintiff. Plaintiff will also have an ability to brief the Magistrate Judge, or agreed upon neutral, and explain why it should be permitted to keep the photograph due to its relevance and relation to the underlying litigation. The Magistrate Judge, or agreed upon neutral, will then rule upon the appropriateness of the photograph(s) and whether it may be maintained by Plaintiff.

5. At least 30 days prior to any disclosure of said photographs pursuant to Rule 26 of the Federal Rules of Civil Procedure, Plaintiff shall provide electronic copies of photographs to Defendant. Within 15 days of receipt of said photographs, Defendant shall confer in good faith with Plaintiff and identify which, if any, photographs implicate proprietary concerns, confidential information and/or trade secret information. To the extent the parties agree that specified photographs

1 implicate any such concerns, the parties and their attorneys shall mark each such  
2 photograph as “**CONFIDENTIAL**” by imprinting the word “**CONFIDENTIAL**” on  
3 the photograph and any filing by the parties of such photographs shall be with the  
4 request that they be filed under seal pursuant to this agreement and Local Rule 79-5.  
5  
6 To the extent the parties agree that specified photographs do not implicate proprietary  
7 concerns, confidential information and/or trade secret information, such photographs  
8 are no longer subject to the terms of this stipulation or the accompanying protective  
9 order. If a party or an attorney for a party has a good faith belief that certain  
10 photographs are confidential and should not be disclosed other than in connection  
11 with this action and pursuant to this Protective Order, the party or attorney shall mark  
12 each such photograph as “**CONFIDENTIAL.**” To the extent the Parties cannot agree  
13 whether certain photographs should be protected or not and marked as  
14 “**CONFIDENTIAL,**” either party may seek to resolve such dispute by way of noticed  
15 motion pursuant to Local Rule 37-2. Pending the resolution of any such motion, said  
16 photographs shall remain subject to the protective order. The parties may wish to  
17 initiate the review procedure set forth in this paragraph at an earlier date to the extent  
18 it may promote efficiency in the proceedings and not disadvantage either party.  
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26 6. Any photograph which is marked “**CONFIDENTIAL**” may be used by a  
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1 party, or a party's attorney, expert witness, consultant, or other person to whom  
2 disclosure is made, only for the purpose of this action. If a party or attorney wishes to  
3 disclose any photograph marked "**CONFIDENTIAL**" to any person actively engaged  
4 in working on the above-captioned matter (e.g., expert witness, paralegal, associate,  
5 consultant), the person making the disclosure shall do the following:  
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- 7 a. Provide a copy of this Protective Order to the person to whom  
8 disclosure is made;
- 9 b. Inform the person to whom the disclosure is made that she/he is  
10 bound by this Protective Order;
- 11 c. Require the person to whom disclosure is made to sign the Agreement  
12 to Be Bound By Terms of Protective Order;
- 13 d. Instruct the person to whom disclosure is made either to return any  
14 photograph marked "**CONFIDENTIAL**" to the party or attorney at  
15 the conclusion of the case;
- 16 e. Maintain a list of persons to whom disclosure was made and the  
17 "**CONFIDENTIAL**" photographs which were disclosed to that  
18 person; and  
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- 22 f. Provide a copy of the list referenced in subparagraph 5(e) above to the  
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1 other party's attorney.

2 7. Prior to the completion of the procedure described in Paragraphs 4-5  
3 above, in the event a motion is or motions are filed that refer to any or all of the said  
4 photographs, the photographs themselves shall be filed with the request that such  
5 filing be under seal pursuant to the Federal Rules of Civil Procedure and Local Rules.  
6 Upon the completion of the procedure set forth in Paragraphs 4-5, this paragraph shall  
7 not apply to those photographs which the parties agree to release from the parties'  
8 Stipulation or which the Court has ordered are not protected.  
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10 8. Prior to the completion of the procedure described in Paragraphs 4-5  
11 above, at any deposition session photographs shown to a witness may be attached as  
12 an exhibit to the transcript, but said exhibits shall be placed in a sealed envelope by  
13 the deposition reporter and the envelope marked "CONFIDENTIAL: SUBJECT TO  
14 PROTECTIVE ORDER DATED \_\_\_\_\_." Copies of said photographs made by the  
15 deposition reporter shall only be displayed, distributed or disseminated in accordance  
16 with the parties' Stipulation and this Protective Order. Upon the completion of the  
17 procedures set forth in Paragraphs 4-5, this paragraph shall not apply to those  
18 photographs which the parties agree to release from this agreement or which the Court  
19 has ordered are not protected. A party may designate testimony disclosed during a  
20 deposition as "CONFIDENTIAL" by notifying the other parties in writing within  
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1 thirty (30) days following receipt of the transcript or other method for recording the  
2 testimony permitted by Fed. R. Civ. P. 30(b)(3) of those portions of the recording to  
3 be so designated. All deposition recordings and transcripts where a photograph  
4 marked as “**CONFIDENTIAL**” was used as an exhibit shall be treated as  
5 “**CONFIDENTIAL**” for a period of thirty (30) days following receipt of the  
6 recording or transcript. The portions of the recording or transcript designated as  
7 “**CONFIDENTIAL**” shall be subject to the terms of this Protective Order.  
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10 9. If any party or attorney wishes to file, or use as an exhibit or as evidence  
11 at a hearing or trial of the above-captioned action, any “**CONFIDENTIAL**”  
12 photograph or deposition testimony, she/he must provide 30 days’ notice to the other  
13 party’s counsel. The parties and/or attorneys shall then attempt to resolve the matter  
14 of continued confidentiality by either (a) removing the “**CONFIDENTIAL**” marking,  
15 or (b) creating a mutually acceptable redacted version that suffices for purposes of the  
16 case. If an amicable resolution proves unsuccessful, the parties and/or attorneys may  
17 present the issue to the court for resolution.  
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22 10. All photographs marked as “**CONFIDENTIAL**” shall be maintained in  
23 confidence, and in a secure and safe area, by the permitted recipients to whom it was  
24 disclosed.  
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26 11. Upon the conclusion of the above-entitled litigation, all photographs in  
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1 the possession of Plaintiff, Plaintiff's counsel, any expert witnesses and consultants  
2 employed by Plaintiff, and/or any witness at any deposition or proceeding in this  
3 litigation that remain subject to the protective order subsequent to the completion of  
4 the procedure described in Paragraphs 4-5 above, including, but not limited to all  
5 copies of same in any form, shall be returned to counsel for Defendant. The return  
6 shall take place within thirty (30) business days following said conclusion. No copies  
7 shall be retained by Plaintiff or any of the persons to whom said photographs or  
8 copies thereof have been delivered or disseminated in accordance with this Protective  
9 Order. At said time Plaintiff shall certify in writing that this section has been  
10 satisfied.  
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12 **12. If a party to whom "CONFIDENTIAL" material has been produced**  
13 **is subpoenaed or ordered by another court or administrative agency to produce**  
14 **information that is subject to this protective order, such party shall notify**  
15 **promptly the party who produced the material of the pending subpoena or**  
16 **order. It is the producing party's responsibility to take whatever action it deems**  
17 **appropriate to challenge the subpoena or order in the issuing court or agency.**  
18 **The party subject to the subpoena or order shall not produce**  
19 **"CONFIDENTIAL" materials in advance of the date required by the subpoena**  
20 **or order. Nothing herein shall be construed as relieving anyone subject to this**  
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**order from any obligation to comply with a validly issued subpoena or order.**

**(FFM)**

Dated: April 2, 2015

/S/ FREDERICK F. MUMM

Hon. Frederick F. Mumm  
United States Magistrate Judge

