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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

JOHN SMITH,	)	CASE NO.: CV14-07435 MMM (FFMx)
	)	
Plaintiff,	)	
	)	<b>PROTECTIVE ORDER</b>
v.	)	
	)	
CITY OF LOS ANGELES; M.	)	
DEPASQUALE, CHARLES BLOCK,	)	
DEBORAH DELGADO, and DOES 1-	)	
10 Inclusive,	)	
	)	
Defendants.	)	

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1. In connection with informal or formal disclosure of documents and other materials in this action (including but not limited to those specified in Fed.R.Civ.P. 26(a)(1)(A)(ii) and 34(a)(1)(A) and (B)), and, in connection with discovery proceedings in this action, the parties may designate any document, thing, material, testimony, or other information derived therefrom, as “Confidential” under the terms of this Stipulated Protective Order (hereinafter “Order”). Confidential information is information which has not been made public, and which contains private, personal, proprietary, or otherwise sensitive information, the disclosure of which may have the effect of causing harm to the parties or other entities or persons. By designating a document, thing, material,

1 testimony, or other information derived therefrom as “Confidential” under the  
2 terms of this Order, the party making the designation is certifying to the Court that  
3 there is a good-faith basis both in law and in fact for the designation within the  
4 meaning of Federal Rule of Civil Procedure 26(g). This protective order does not  
5 apply to documents that were already lawfully in the possession of the receiving  
6 party and not subject to any limitation on public disclosure prior to production by  
7 the designating party.

8           2. Under the terms of this Order, the party designating Confidential  
9 Information is certifying to the Court that there is a good faith basis both in law  
10 and in fact for the designation within the meaning of Federal Rule of Civil  
11 Procedure 26(c).

12           3. Confidential documents shall be so designated by stamping copies of  
13 the document or material produced by a party with the legend “CONFIDENTIAL.”  
14 Stamping the legend “CONFIDENTIAL” on the cover of any multi-page  
15 document or any multi-volume material, shall designate all pages of the document  
16 and all volumes of the material as confidential, unless otherwise indicated by the  
17 producing party.

18           4. Testimony taken at a deposition may be designated as “Confidential”  
19 by making a statement to that effect on the record at that specific deposition and at  
20 the time the testimony is given. Arrangements shall be made with the court  
21 reporter transcribing the deposition to separately bind such portions of the  
22 transcript containing information designated as “Confidential”, and to label such  
23 portions appropriately.

24           5. Material designated as “Confidential” under this Order, the  
25 information contained therein, and any summaries, copies, abstracts, or other  
26 documents derived in whole or in part from material designated as Confidential  
27 (hereinafter “Confidential Material”) shall be used solely for the purpose of  
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1 litigating this action, and for no other action or purpose. Working or file copies of  
2 Confidential Material shall be stored and/or handled in a manner which will  
3 prevent the unauthorized disclosure thereof.

4 6. Confidential Material produced in this action may be disclosed or  
5 made available to the following persons (hereinafter “Qualified Persons”):

- 6 a. Each lawyer for a party in this action, including outside and  
7 in-house lawyers and other lawyers regularly employed in their  
8 offices, and such lawyers’ staff to whom it is necessary that  
9 materials be disclosed for purposes of this litigation, including  
10 paralegals, assistants, law clerks, secretaries, and document  
11 clerks;  
12  
13 b. Each party, partner, officer, director, agent, or employee of a  
14 party deemed necessary by counsel to work on this action;  
15  
16 c. Independent experts or consultants retained by counsel for the  
17 purpose of assisting in this litigation, including their staff to  
18 whom it is necessary that materials be disclosed for purposes  
19 of this litigation, but only to the extent necessary for such  
20 expert or consultant to perform his or her assigned tasks in  
21 connection with this litigation;  
22  
23 d. Any witness who has firsthand knowledge of the actions,  
24 events, or occurrences reflected in the Confidential Material in  
25 preparation for his or her deposition or testimony at trial or a  
26 hearing in this litigation;  
27  
28 e. Mediators, arbitrators, or similar outside parties and their staffs  
enlisted jointly by all parties to assist in the resolution of this  
litigation;  
f. The Court and its personnel;

- 1 g. Court reporters and stenographers employed in this action;  
2 h. Any other person as to whom the parties in writing agree prior  
3 to the time of disclosure to that person.

4 Each of these persons shall be provided with a copy of the protective order,  
5 if they do not already have it, and made aware of the confidentiality provisions  
6 therein, prior to their review of the confidential documents. If the person is an  
7 expert, agent, representative, witness, or consultant who is not a full or part-time  
8 employee of counsel for the Parties, they shall agree in writing to be bound by this  
9 Protective Order.

10 7. This Order shall not impose any restrictions on the use of or  
11 disclosure by a party of Confidential Material lawfully obtained by such party  
12 independently of discovery in this action, and not subject to any limitation on  
13 disclosure whether or not such material is also obtained through discovery in this  
14 action, or from disclosing its own Confidential Material as it deems appropriate.  
15 The party that designates the material Confidential may also choose to remove that  
16 designation at any time by notifying opposing counsel in writing that it is removing  
17 that designation and specifying explicitly which materials will no longer be  
18 considered Confidential.

19 8. Any party intending to file any material that constitutes or contains  
20 Confidential Material shall lodge that material with the court and file an  
21 application to file the documents under seal in compliance with Central District  
22 *Local Rule 79-5.1*. Prior to so doing, a party may contact the other side and  
23 request that the other side grant permission to file the material publicly. If the  
24 other side provides permission in writing, the formerly Confidential Material need  
25 not be filed under seal.

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1           9.     In the event that any Confidential Material is used in any court  
2 proceeding in this action, the party using such shall take all reasonable steps to  
3 maintain its confidentiality in accordance with applicable laws and the governing  
4 rules and procedures of the Court. Any party attempting to file Confidential  
5 Materials with the Court for any purpose shall seek leave of Court to file the  
6 Confidential Materials under seal, in accordance with Local Rule 79-5.1 and all  
7 other applicable Rules.

8           10.    This Order shall be without prejudice to the right of a party (i) to bring  
9 before the Court at any time the question of whether any particular document or  
10 material is confidential or whether its use should be restricted, provided however,  
11 that such document or material shall remain confidential and its use restricted, as  
12 provided for herein, until such time as the court has ruled on the question  
13 presented, or (ii) to present a motion to the Court under Federal Rule of Civil  
14 Procedure 26(c) for a separate protective order as to any particular document,  
15 material, or information, including restrictions differing from those specified  
16 herein. This Order shall not be deemed to prejudice the parties in any way in any  
17 future application for modification of this Order.

18           11.    A party opposing the designation of any document or other material as  
19 Confidential Material may challenge that designation by serving a written  
20 objection, including a statement of the grounds for the objection, on the  
21 designating party. The designating party will have 14 Court days following the  
22 receipt of the objection to explain in writing the reasons for the designation of the  
23 identified document or other material. If the designating party fails to respond to  
24 the written objection within the allotted time, the designation as Confidential  
25 Material is deemed withdrawn for any document or other material identified in the  
26 written objection.  
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1           12. If the disclosing party persists in designating the document or other  
2 material in question as Confidential Material, the objecting party may move the  
3 Court for an order removing or replacing the “Confidential” designation. Any such  
4 motion shall comply with the procedures set forth in Local Rules 37-1 and 37-2.  
5 On such a motion, it shall be the burden of the designating party to prove that the  
6 material or information was properly designated. If an objecting party does not  
7 make a timely motion, such objection is deemed withdrawn. Until a ruling from  
8 the Court, disputed items shall remain designated as Confidential Material and  
9 afforded all protections set forth in this Order.

10           13. This Order is entered solely for the purpose of facilitating the  
11 exchange of documents, material, and information between the parties to this  
12 action without involving the Court unnecessarily in the process. Neither this  
13 Order, nor the production of any document, material, or information, shall be  
14 deemed to have the effect of an admission or waiver by either party, or of altering  
15 the confidentiality or non-confidentiality of any such document, material, or  
16 information, or altering any existing obligation of any party or the absence thereof.  
17 Nor does anything in this Order allow the designation of Confidential to be applied  
18 to documents that are publicly available.

19           14. This Order shall survive the final termination of this action, to the  
20 extent that the information contained in Confidential Material is not or does not  
21 become known to the public, and the Court shall retain jurisdiction to resolve any  
22 dispute concerning the use or disclosure of information disclosed in this action and  
23 designated as Confidential Material under this Order. Upon termination of this  
24 case, counsel for the parties shall assemble and return to each other all documents,  
25 material and deposition transcripts designated as Confidential and all copies of  
26 same, or shall certify the destruction thereof.

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1           15. Nothing in this Order shall be construed as authorizing a party to  
2 disobey a lawful subpoena or other process or order issued in another action. In  
3 the event any person or entity having received Confidential Material under this  
4 Order receives a subpoena or other process or order to produce such information,  
5 the subpoenaed person or entity shall, within three (3) court days notify in writing  
6 the attorneys of record of the disclosing party and shall furnish those attorneys with  
7 a copy of said subpoena or other process or order. The person or entity receiving  
8 the subpoena or other process or order shall be entitled to comply with it within a  
9 reasonable time except to the extent it is modified or quashed.

10           16. Should any person or entity inadvertently produce after a reasonable  
11 review material eligible for designation under this Order as Confidential  
12 Information, it may redesignate the material as Confidential Information upon  
13 written notice to the party in receipt of the undesignated material within ten (10)  
14 days of the discovery of the inadvertent production. Any material eligible for  
15 designation under this Order as Confidential Information that was produced prior  
16 to the approval of this Order by the Court may be redesignated as Confidential  
17 Information upon written notice to the party in receipt of the undesignated material  
18 within ten (10) days of the approval of this Order by the Court. Once properly  
19 redesignated, the Confidential Material shall thereafter be treated as if it had  
20 originally been designated as Confidential Material. Following any redesignation  
21 of material, the party receiving such material shall take reasonable steps to comply  
22 with the redesignation including, without limitation, retrieving all copies of,  
23 excerpts of, and notes related to any redesignated material from persons not  
24 entitled to receive Confidential Material under this Order.

25           17. If Confidential Material is disclosed to any person other than in the  
26 manner authorized by this Protective Order, the party responsible for the disclosure  
27 must immediately bring all pertinent facts relating to such disclosure to the  
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1 attention of the designating party, and without prejudice to the rights and remedies  
2 of the designating party, make every effort to retrieve the improperly disclosed  
3 material and to prevent further unauthorized disclosure on its own part or on the  
4 part of the recipient of such information or material.

5 18. Nothing in this Order shall be construed as requiring disclosure of  
6 privileged materials, material subject to protection under the attorney work product  
7 doctrine, or materials which are otherwise beyond the scope of permissible  
8 discovery.

9 19. Nothing in this Order shall be construed as a waiver by a party of any  
10 objections that might be raised as to the admissibility at trial of any evidentiary  
11 materials. Nothing in this Order shall apply to evidence presented at trial or any  
12 other court proceeding. Any request for protection for such evidence must be  
13 made to the judicial officer presiding of the proceeding.

14 20. This Order may be modified by agreement of the parties, subject to  
15 approval by the Court, without prejudice to the rights of any party to move for  
16 relief from any of its provisions. No modification shall take effect unless and until  
17 approved by the Court. This Order shall not be deemed to prejudice the parties in  
18 any way in any future application for modification of this Order.

19 21. Without separate court order, this Order does not change, amend, or  
20 circumvent any court rule or local rule.  
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23 Dated: November 19, 2015

24 /S/ FREDERICK F. MUMM  
25 FREDERICK F. MUMM  
26 United States Magistrate Judge  
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