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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

CHRISTOPHER PETER STARKS, an
Individual,

Plaintiff,

v.

GARDENA POLICE DEPARTMENT;
a governmental entity; CITY OF
GARDENA; a governmental entity;
AND DOES 1-50, INCLUSIVE,

Defendant.

Case No. CV 14-08851 DSF (SHx)
*[Hon. Dale S. Fischer, D. Judge;
Hon. Stephen J. Hillman, M. Judge]*

**PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for Entry of Protective Order re Confidential Documents” – herein after as “Stipulation”), and pursuant to the Court’s inherent and statutory authority, including but not limited to the Court’s authority under all applicable statutes and rules (including but not limited to Fed. R. Civ. P. 5.2, 7, 26, and 29, as well as U.S. Dist. Ct., C.D. Cal., L.R. 7-3, 37-1, and 52-4.1 ; and all applicable Federal Rules of Civil Procedure and/or Federal Rules of Evidence and U.S. Dist. Ct., C.D. Cal. Local Rules); after due consideration of all of the relevant pleadings, papers, and records in this action; and upon such other evidence or argument as was presented to the Court; Good Cause appearing therefor, and in furtherance of the interests of justice,

1 IT IS HEREBY ORDERED that:

2 **1. SCOPE OF PROTECTION.**

3 1.1. The protections conferred by the parties' Stipulation and this Order cover
4 not only Protected Material/Confidential Documents (as defined herein), but also (1)
5 any information copied or extracted from Protected Material; (2) all copies, excerpts,
6 summaries, or compilations of Protected Material; and (3) any testimony,
7 conversations, or presentations by Parties or their Counsel that might reveal Protected
8 Material. However, the protections conferred by the parties' Stipulation and this Order
9 do *not* cover the following information: (a) any information that is in the public domain
10 at the time of disclosure to a Receiving Party or becomes part of the public domain after
11 its disclosure to a Receiving Party as a result of publication not involving a violation of
12 this Order, including becoming part of the public record through trial or otherwise; and
13 (b) any information known to the Receiving Party prior to the disclosure or obtained by
14 the Receiving Party after the disclosure from a source who obtained the information
15 lawfully and under no obligation of confidentiality to the Designating Party. Except to
16 the extent specified herein (if any), any use of Protected Material at trial shall not be
17 governed by this Order, but may be governed by a separate agreement or order.

18 1.2. The "Definitions" of the parties' Stipulation (§ 2 thereof) are incorporated
19 here into this Order by reference.

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21 **2. DURATION OF PROTECTION.**

22 2.1. Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
24 in writing or a court order otherwise directs.

25 2.2. Final disposition shall be deemed to be the later of (1) dismissal of all
26 claims and defenses in this action, with or without prejudice; and (2) final judgment
27 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
28 reviews of this action, including the time limits for filing any motions or applications

1 for extension of time pursuant to applicable law.

2
3 **3. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL**
4 **DOCUMENTS.**

5 3.1. Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or non-party that designates information or items for protection under
7 the parties' Stipulation and this Order must take care to limit any such designation to
8 specific material that qualifies under the appropriate standards. A Designating Party
9 must take care to designate for protection only those parts of material, documents,
10 items, or oral or written communications that qualify – so that other portions of the
11 material, documents, items or communications for which protection is not warranted
12 are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routine designations are prohibited. Designations that
14 are shown to be clearly unjustified, or that have been made for an improper purpose
15 (e.g., to unnecessarily encumber or retard the case development process, or to impose
16 unnecessary expenses and burdens on other parties), expose the Designating Party to
17 sanctions.

18 If it comes to a Party's or a non-party's attention that information or items that it
19 designated for protection do not qualify for protection at all, or do not qualify for the
20 level of protection initially asserted, that Party or non-party must promptly notify all
21 other parties that it is withdrawing the mistaken designation.

22 3.2. Manner and Timing of Designations. Except as otherwise provided in this
23 Order, or as otherwise stipulated or ordered, material that qualifies for protection under
24 this Order must be clearly so designated before the material is disclosed or produced.
25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of depositions
27 or other pretrial or trial proceedings, and regardless of whether produced in hardcopy or
28 electronic form), that the Producing Party affix the legend "CONFIDENTIAL" to each

1 page that contains Protected Material. If only a portion or portions of the material on a
2 page qualifies for protection, the Producing Party also must clearly identify the
3 protected portion(s) (e.g., by making appropriate markings in the margins) and must
4 specify, for each portion that it is “CONFIDENTIAL.” The placement of such
5 “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of the
6 page’s (or pages’) text or content.

7 A Party or Non-Party that makes original documents or materials available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which material it would like copied and produced. During the inspection and
10 before the designation, all of the material made available for inspection shall be deemed
11 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
12 copied and produced, the Producing Party must determine which documents, or
13 portions thereof, qualify for protection under this Order. Then, before producing the
14 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to
15 each page that contains Protected Material. If only a portion or portions of the material
16 on a page qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins).

18 (b) for testimony given in deposition or in other pretrial or trial proceedings,
19 that the Party or non-party offering or sponsoring the testimony identify on the record,
20 before the close of the deposition, hearing, or other proceeding, all protected testimony,
21 and further specify any portions of the testimony that qualify as “CONFIDENTIAL.”
22 When it is impractical to identify separately each portion of testimony that is entitled to
23 protection, and when it appears that substantial portions of the testimony may qualify
24 for protection, the Producing Party may invoke on the record (before the deposition or
25 proceeding is concluded) a right to have up to twenty (20) days to identify the specific
26 portions of the testimony as “CONFIDENTIAL.” Only those portions of the testimony
27 that are appropriately designated as “CONFIDENTIAL” for protection within the 20

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1 days shall be covered by the provisions of the parties’ Stipulation and this Protective
2 Order.

3 Transcript pages containing Protected Material must be separately bound by the
4 court reporter, who must affix to each such page the legend “CONFIDENTIAL,” as
5 instructed by the Producing Party.

6 (c) for information produced in some form other than documentary, and for
7 any other tangible items (including but not limited to information produced on disc or
8 electronic data storage device), that the Producing Party affix in a prominent place on
9 the exterior of the container or containers in which the information or item is stored the
10 legend “CONFIDENTIAL.” If only portions of the information or item warrant
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portions, specifying the material as “CONFIDENTIAL.”

13 3.3. Inadvertent Failures to Designate. If timely corrected (preferably, though
14 not necessarily, within 30 days of production or disclosure of such material), an
15 inadvertent failure to designate qualified information or items as “CONFIDENTIAL”
16 does not, standing alone, waive the Designating Party’s right to secure protection under
17 the parties’ Stipulation and this Order for such material. If material is appropriately
18 designated as “CONFIDENTIAL” *after* the material was initially produced, the
19 Receiving Party, on timely notification of the designation, must make reasonable efforts
20 to assure that the material is treated in accordance with the parties’ Stipulation and this
21 Order.

22 3.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall
23 not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove a
24 “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any
25 other action so as to make it appear that Protected Material is not subject to the terms
26 and provisions of the parties’ Stipulation and this Order. However, nothing in this
27 section shall be construed so as to prevent a Receiving Party from challenging a
28 confidentiality designation subject to the provisions of section 4, *infra*.

1 **4. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

2 4.1. Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time prior to the final pre-trial conference with the
4 Court in the matter. Unless a prompt challenge to a Designating Party’s confidentiality
5 designation is necessary to avoid foreseeable substantial unfairness, unnecessary
6 economic burdens, or a later significant disruption or delay of the litigation, a Party
7 does not waive its right to challenge a confidentiality designation by electing not to
8 mount a challenge promptly after the original designation is disclosed.

9 4.2. Meet and Confer. Prior to challenging a confidentiality designation, a
10 Challenging Party shall initiate a dispute resolution process by providing written notice
11 of each specific designation it is challenging, and describing the basis (and supporting
12 authority or argument) for each challenge. To avoid ambiguity as to whether a
13 challenge has been made, the written notice must recite that the challenge to
14 confidentiality is being made in accordance with this specific paragraph of this
15 Protective Order. The parties shall attempt to resolve each challenge in good faith and
16 must begin the process by conferring directly (in voice to voice dialogue, either in
17 person, telephonically, or by other comparable means, but *not* by correspondence)
18 within 14 days of the date of service of notice.

19 In conferring, the Challenging Party must explain the specific basis for its belief
20 that the confidentiality designation was not proper and must give the Designating Party
21 an opportunity to review the designated material, to reconsider the circumstances, and,
22 if no change in designation is offered, to explain the basis for the chosen designation. A
23 Challenging Party may proceed to the next stage of the challenge process only if it has
24 engaged in this meet and confer process first or establishes that the Designating Party is
25 unwilling to participate in the meet and confer process in a timely manner.

26 4.3. Judicial Intervention. If the Parties cannot resolve a confidentiality
27 challenge without court intervention, the Challenging Party shall file and serve a
28 motion to remove confidentiality (under the applicable rules for filing and service of

1 discovery motions) within 14 days of the parties agreeing that the meet and confer
2 process will not resolve their dispute, or by the first day of trial of this matter,
3 whichever date is earlier – unless the parties agree in writing to a longer time. Each
4 such motion must be accompanied by a competent declaration affirming that the
5 movant has complied with the meet and confer requirements imposed in the preceding
6 paragraph. In addition, the Challenging Party may file a motion challenging a
7 confidentiality designation at any time if there is good cause for doing so, including a
8 challenge to the designation of a deposition transcript or any portions thereof. Any
9 motion brought pursuant to this provision must be accompanied by a competent
10 declaration affirming that the movant has complied with the meet and confer
11 requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party, regardless of whether the Designating Party is the moving party or
14 whether such Party sought or opposes judicial intervention. Frivolous challenges, and
15 those made for an improper purpose (e.g., to harass or impose unnecessary expenses
16 and burdens on other parties) may expose the Challenging Party to sanctions. Unless
17 the Designating Party has waived the confidentiality designation by failing to oppose a
18 motion to remove confidentiality as described above, all parties shall continue to afford
19 the material in question the level of protection to which it is entitled under the
20 Producing Party’s designation until the court rules on the challenge.

21 4.4. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
22 Designating Party may remove Protected Material/Confidential Documents from some
23 or all of the protections and provisions of the parties’ Stipulation and this Order at any
24 time by any of the following methods:

25 (a) Express Written Withdrawal. A Designating Party may withdraw a
26 “CONFIDENTIAL” designation made to any specified Protected Material/Confidential
27 Documents from some or all of the protections of the parties’ Stipulation and this Order
28 by an express withdrawal in a writing signed by such Party (or such Party’s Counsel,

1 but not including staff of such Counsel) that specifies and itemizes the Disclosure or
2 Discovery Material previously designated as Protected Material/Confidential
3 Documents that shall no longer be subject to all or some of the provisions of the
4 parties’ Stipulation and Order. Such express withdrawal shall be effective when
5 transmitted or served upon the Receiving Party. If a Designating Party is withdrawing
6 Protected Material from only some of the provisions/protectations of the parties’
7 Stipulation and this Order, such Party must state which specific provisions are no
8 longer to be enforced as to the specified material for which confidentiality protection
9 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a withdrawal
10 of such material from all of the protections/provisions of the parties’ Stipulation and
11 this Order;

12 (b) Express Withdrawal on the Record. A Designating Party may withdraw a
13 “CONFIDENTIAL” designation made to any specified Protected Material/Confidential
14 Documents from all of the provisions/protectations of the parties’ Stipulation and this
15 Order by verbally consenting in court proceedings on the record to such withdrawal –
16 provided that such withdrawal specifies the Disclosure or Discovery Material
17 previously designated as Protected Material/Confidential Documents that shall no
18 longer be subject to any of the provisions of the parties’ Stipulation and this Order. A
19 Designating Party is not permitted to withdraw Protected Material from only some of
20 the protections/ provisions of the parties’ Stipulation and this Order by this method;

21 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
22 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
23 designation made to any specified Protected Material/Confidential Documents from all
24 of the provisions/protectations of the parties’ Stipulation and this Order by either (1)
25 making such Protected Material/Confidential Records part of the public record –
26 including but not limited to attaching such as exhibits to any filing with the court
27 without moving, prior to such filing, for the court to seal such records; or (2) failing to
28 timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL”

1 designation to specified Protected Material/Confidential Documents. Nothing in the
2 parties' Stipulation and this Order shall be construed so as to require any Party to file
3 Protected Material/Confidential Documents under seal, unless expressly specified
4 herein.

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6 **5. ACCESS TO AND USE OF PROTECTED MATERIAL.**

7 5.1. Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a non-party in connection with this case
9 only for preparing, prosecuting, defending, or attempting to settle this litigation – up to
10 and including final disposition of the above-entitled action – and not for any other
11 purpose, including any other litigation or dispute outside the scope of this action. Such
12 Protected Material may be disclosed only to the categories of persons and under the
13 conditions described in the parties' Stipulation and this Order. When the above entitled
14 litigation has been terminated, a Receiving Party must comply with the provisions of
15 section 10, below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under the parties' Stipulation and its Order.

19 5.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
20 ordered by the Court or permitted in writing by the Designating Party, a Receiving
21 Party may disclose any information or item designated CONFIDENTIAL only to:

22 (a) the Receiving Party's Outside Counsel of record in this action, as well as
23 employees of such Counsel to whom it is reasonably necessary to disclose the
24 information for this litigation;

25 (b) the officers, directors, and employees (including House Counsel) of the
26 Receiving Party to whom disclosure is reasonably necessary for this litigation – each of
27 whom, by accepting receipt of such Protected Material, thereby agree to be bound by
28 the parties' Stipulation and this Order;

1 (c) Experts (as defined in the parties’ Stipulation and this Order) of the
2 Receiving Party to whom disclosure is reasonably necessary for this litigation – each of
3 whom, by accepting receipt of such Protected Material, thereby agree to be bound by
4 the parties’ Stipulation and this Order;

5 (d) the Court and its personnel;

6 (e) court reporters, their staffs, and Professional Vendors to whom disclosure
7 is reasonably necessary for this litigation – each of whom, by accepting receipt of such
8 Protected Material, thereby agree to be bound by the parties’ Stipulation and this Order;

9 (f) during their depositions, witnesses in the action to whom disclosure is
10 reasonably necessary – each of whom, by accepting receipt of such Protected Material,
11 thereby agree to be bound by the parties’ Stipulation and this Order. Pages of
12 transcribed deposition testimony or exhibits to depositions that reveal Protected
13 Material must be separately bound by the court reporter and may not be disclosed to
14 anyone except as permitted under the parties’ Stipulation and this Protective Order.

15 (g) the author or custodian of a document containing the information that
16 constitutes Protected Material, or other person who otherwise possessed or knew the
17 information.

18 5.3. Notice of Confidentiality. Prior to producing or disclosing Protected
19 Material/Confidential Documents to persons to whom the parties’ Stipulation and this
20 Order permits disclosure or production (see section 5.2, *supra*), a Receiving Party shall
21 provide a copy of the parties’ Stipulation and Order to such persons so as to put such
22 persons on notice as to the restrictions imposed upon them herein: except that, for court
23 reporters, Professional Vendors, and for witnesses being provided with Protected
24 Material during a deposition, it shall be sufficient notice for Counsel for the Receiving
25 Party to give the witness a verbal admonition (on the record, for witnesses) regarding
26 the provisions of the parties’ Stipulation and this Order and such provisions’
27 applicability to specified Protected Material at issue.

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1 5.4. Reservation of Rights. Nothing in the parties’ Stipulation and this Order
2 shall be construed so as to require any Producing Party to designate any records or
3 materials as “CONFIDENTIAL.” Nothing in the parties’ Stipulation or this Order shall
4 be construed so as to prevent the admission of Protected Material into evidence at the
5 trial of this action, or in any appellate proceedings for this action, solely on the basis
6 that such Disclosure or Discovery Material has been designated as Protected
7 Material/Confidential Documents. Notwithstanding the foregoing, nothing in the
8 parties’ Stipulation or this Order shall be construed as a waiver of any privileges or of
9 any rights to object to the use or admission into evidence of any Protected Material in
10 any proceeding; nor shall anything herein be construed as a concession that any
11 privileges asserted or objections made are valid or applicable. Nothing in the parties’
12 Stipulation or this Order shall be construed so as to prevent the Designating Party (or its
13 Counsel or custodian of records) from having access to and using Protected Material
14 designated by that Party in the manner in which such persons or entities would typically
15 use such materials in the normal course of their duties or profession – except that the
16 waiver of confidentiality provisions shall apply (see section 4.4(c), *supra*).

17 5.5. Requirement to File Confidential Documents Under Seal. Confidential
18 Documents may be submitted in all law and motion proceedings before the Court if
19 done so under seal pursuant to Central District of California Local Rules 79-5.1 and 79-
20 5.2 (as applicable) and pursuant to the provisions of the parties’ Stipulation and this
21 Order. If any Receiving Party attaches any Confidential Documents to any pleading,
22 motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such
23 Confidential Document(s) shall be filed/lodged under seal pursuant to Central District
24 of California Local Rules 79-5.1 and 79-5.2, to the extent applicable.

25 However, this paragraph (§ 5.5) shall not be construed so as to prevent a
26 Designating Party or counsel from submitting, filing, lodging, or publishing any
27 document it has previously designated as a Confidential Document without compliance
28 with this paragraph’s requirement to do so under seal (i.e., a producing-disclosing party

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1 or counsel may submit or publish its own Confidential Documents without being in
2 violation of the terms of the parties' Stipulation and this Protective Order).
3 Furthermore, a Receiving Party shall be exempted from the requirements of this
4 paragraph as to any specifically identified Confidential Document(s) where – prior to
5 the submission or publication of the Confidential Document(s) at issue – the
6 Designating Party of such specifically identified Confidential Document(s) has
7 waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant to
8 paragraph 4.4, *supra*).

9 A Receiving Party shall also be exempt from the sealing requirements of this
10 paragraph (§ 5.5) where the Confidential Documents/Protected Material at issue is/are
11 **not** documents, records, or information regarding:

12 (1) private, personal information contained in peace officer personnel files
13 (such as social security numbers, driver's license numbers or comparable personal
14 government identification numbers, residential addresses, compensation or pension or
15 personal property information, credit card numbers or credit information, dates of birth,
16 tax records and information, information related to the identity of an officer's family
17 members or co-residents, and comparable personal information about the officer or his
18 family);

19 (2) any internal affairs or comparable investigation by any law enforcement
20 agency into alleged officer misconduct; and/or

21 (3) the medical records or records of psychiatric or psychological treatment of
22 any peace officer or party to this action.

23 Nothing in this paragraph (§ 5.5) shall be construed to bind the Court so as to
24 limit or prevent the publication of any Confidential Documents to the jury or factfinder,
25 at the time of trial of this matter, where the Court has deemed such Confidential
26 Documents to be admissible into evidence.

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1 **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
2 **IN OTHER LITIGATION.**

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party, preferably (though not
7 necessarily) by facsimile or electronic mail. Such notification shall include a copy of
8 the subpoena or court order at issue;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena or
11 order is subject to the parties’ Stipulation and this Protective Order. Such notification
12 shall include a copy of the parties’ Stipulation and this Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
14 all sides in any such situation, while adhering to the terms of the parties’ Stipulation
15 and this Order.

16 If the Designating Party timely seeks a protective order, the Party served with the
17 subpoena or court order shall not produce any information designated in this action as
18 “CONFIDENTIAL” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that court
21 of its confidential material – and nothing in these provisions should be construed as
22 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
23 from another court.

24 The purpose of this section is to ensure that the affected Party has a meaningful
25 opportunity to preserve its confidentiality interests in the court from which the
26 subpoena or court order issued.

1 **7. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION.**

3 (a) The terms of the parties’ Stipulation and this Order are applicable to
4 information produced by a Non-Party in this action and designated as
5 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with
6 this litigation is protected by the remedies and relief provided by the parties’ Stipulation
7 and this Order. Nothing in these provisions should be construed as prohibiting a Non-
8 Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential
12 information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulation and
17 this Order in this litigation, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party.

21 (c) If the Non-Party fails to object or seek a protective order from this court
22 within 14 days of receiving the notice and accompanying information, the Receiving
23 Party may produce the Non-Party’s confidential information responsive to the
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party
25 shall not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
28 seeking protection in this court of its Protected Material.

Document
Name: 8/1/2016
Time: 10:00 AM

1 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

2 8.1. Unauthorized Disclosure of Protected Material.

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
4 Material to any person or in any circumstance not authorized under the parties'
5 Stipulation and this Order, the Receiving Party must immediately:

- 6 (a) notify in writing the Designating Party of the unauthorized disclosures;
- 7 (b) use its best efforts to retrieve all copies of the Protected Material;
- 8 (c) inform the person or persons to whom unauthorized disclosures were made
9 of all the terms of this Order; and
- 10 (d) request such person or persons consent to be bound by the Stipulation and
11 this Order.

12 8.2. Inadvertent Production of Privileged or Otherwise Protected Material.

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
14 produced material is subject to a claim of privilege or other protection, the obligations
15 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
16 26(b)(5)(B). [*See also* Cal. Code Civ. Proc. § 2031.240(c); Federal Rule of Civil
17 Procedure 26(b)(5)(B).] This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to all applicable laws [*e.g.*, Federal Rule of Evidence 502(d)
20 and (e)], insofar as the parties reach an agreement on the effect of disclosure of a
21 communication or information covered by the attorney-client privilege or work product
22 protection, the parties may incorporate their agreement in the stipulated protective order
23 submitted to the court.

24
25 **9. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

26 9.1. Filing of Protected Material.

27 Without advance written permission from the Designating Party, or a court order
28 secured after appropriate notice to all interested persons, a Receiving Party may not file

1 in the public record in this action any Protected Material. A Party that seeks to file
2 under seal any Protected Material must comply with the applicable Federal and Local
3 Rules.

4 9.2. Public Dissemination of Protected Material.

5 A Receiving Party shall not publish, release, post, or disseminate Protected Material to
6 any persons except those specifically delineated and authorized by the parties’
7 Stipulation and this Order (see section 5, *supra*); nor shall a Receiving Party publish,
8 release, leak, post, or disseminate Protected Material/Confidential Documents to any
9 news media, member of the press, website, or public forum (except as permitted under
10 section 12.1, *infra*, regarding filings with the court in this action and under seal).

11
12 **10. FINAL DISPOSITION.**

13 10.1. Unless otherwise ordered or agreed in writing by the Producing Party,
14 within thirty (30) days after the final termination of this action (defined as the dismissal
15 or entry of judgment by the above named court, or if an appeal is filed, the disposition
16 of the appeal), upon written request by the Producing Party, each Receiving Party must
17 return all Protected Material to the Producing Party – whether retained by the Receiving
18 Party or its Counsel, Experts, Professional Vendors, agents, or any non-party to whom
19 the Receiving Party produced or shared such records or information. As used in this
20 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
21 summaries or any other form of reproducing or capturing any of the Protected Material,
22 regardless of the medium (hardcopy, electronic, or otherwise) in which such Protected
23 Material is stored or retained.

24 In the alternative, at the discretion of the Receiving Party, the Receiving Party
25 may destroy some or all of the Protected Material instead of returning it – unless such
26 Protected Material is an original, in which case, the Receiving Party must obtain the
27 Producing Party’s written consent before destroying such original Protected Material.

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1 10.2. Whether the Protected Material is returned or destroyed, the Receiving
2 Party must submit a written certification to the Producing Party (and, if not the same
3 person or entity, to the Designating Party) within thirty (30) days of the aforementioned
4 written request by the Designating Party that specifically identifies (by category, where
5 appropriate) all the Protected Material that was returned or destroyed and that affirms
6 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
7 or other forms of reproducing or capturing any of the Protected material (in any
8 medium, including but not limited to any hardcopy, electronic or digital copy, or
9 otherwise).

10 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
11 all pleadings, motion papers, transcripts, legal memoranda filed with the court in this
12 action, as well as any correspondence or attorney work product prepared by Counsel for
13 the Receiving Party, even if such materials contain Protected Material; however, any
14 such archival copies that contain or constitute Protected Material remain subject to this
15 Protective Order as set forth in Section 2, above. This court shall retain jurisdiction in
16 the event that a Designating Party elects to seek court sanctions for violation of the
17 parties' Stipulation and this Order.

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19 **11. MISCELLANEOUS.**

20 11.1. Right to Further Relief. Nothing in the parties' Stipulation or this Order
21 abridges the right of any person to seek its modification by the Court in the future.

22 11.2. Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order pursuant to the parties' Stipulation, no Party waives any right it
24 otherwise would have to object to disclosing or producing any information or item on
25 any ground not addressed in the parties' Stipulation or this Order. Similarly, no Party
26 waives any right to object on any ground to use in evidence any of the material covered
27 by the parties' Stipulation and this Protective Order.

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11.3. The provisions of the parties' Stipulation and this Protective Order shall be in effect until further Order of the Court.

IT IS SO ORDERED.



Dated: February 27, 2015

UNITED STATES MAGISTRATE JUDGE

Magistrate Judge
Stephen J. Hallman

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9 CITY OF GARDENA (erroneously named as two
separate parties, including GARDENA POLICE
DEPARTMENT)

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