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

RAFFIN, SHEENA,

Plaintiff,

STELLAR RECOVERY, INC.,

Defendant.

Case No. 2:14-cv-09688-R(VBKx)

PROTECTIVE ORDER

Pursuant to stipulation of the parties and in accordance with the provisions of *Federal Rule Civil Procedure 26(c)*,

IT IS HEREBY ORDERED THAT:

1. Confidential information shall be designated by stamping “CONFIDENTIAL” on the copies of the document produced. Stamping “CONFIDENTIAL” on the cover of any multipage document shall designate all pages of the document as Confidential Material, unless otherwise stated by the producing party. In the case of deposition testimony, a party may request at the

1 time a question is asked, or at the end of the deposition, that any portion of
2 the deposition transcript be designated confidential. A party may designate any
3 portion of a deposition as “CONFIDENTIAL” after transcription of the
4 deposition, provided that written notice of the designation is promptly given to all
5 counsel of record within thirty (30) days after notice by the court reporter of the
6 completion of the transcript.
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9 2. Information shall be designated “CONFIDENTIAL” only after counsel for the
10 party making the designation has reviewed, or heard, the information and
11 believes, in good faith, that the information is confidential or otherwise entitled to
12 protection.
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14 3. The confidential information discussed in ¶1 above, and all tangible embodiments
15 thereof, all copies thereof, the substance thereof, and all information contained
16 therein (hereinafter collectively referred to as “Confidential Material”):
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18 a. shall not be disclosed or distributed by counsel, or any other person
19 receiving, viewing or hearing the Confidential Material (“Receiving
20 Person”) to any person other than to (1) counsel for either party as
21 identified in ¶8 below, (2) insurance carriers for either party, (3) partners,
22 employees and agents of counsel for either party, (4) any consulting or
23 testifying experts hired by counsel for either party, who are assisting
24 counsel in preparation of this action for trial (subject to ¶3(c) below), (5) the
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1 Court and its employees, and (6) Plaintiff (“Plaintiff”) and Defendant (the
2 “Defendant”), its officers, directors and employees;

3 b. shall be filed with the Court, should filing be desired or required, in
4 accordance with the local rules for the United States District Court for the
5 Central District of California; and,
6

7 c. shall not be disclosed to any consulting or testifying expert unless the
8 party making the disclosure follows the provisions of ¶5 of this Protective
9 Order.
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12 4. By agreeing to the limited disclosure permitted under this Protective Order,
13 no party waives its claim that Confidential Material is confidential. All parties
14 agree that a disclosure in accordance with this Protective Order does not constitute
15 a waiver of a party’s claim or position that the information so disclosed is
16 confidential. All parties agree that no party will contend that the failure to mark a
17 particular document “CONFIDENTIAL” or to designate any portion or a
18 deposition as “CONFIDENTIAL” constitutes a waiver of the other party’s
19 position, if any, that a document or a portion of a deposition contains
20 Confidential Material, unless the party seeking to assert waiver first notifies the
21 other party in writing of its intention to claim waiver and gives the other party
22 three (3) business days within which to designate as confidential the document or
23 portion or deposition transcript at issue.
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1 5. Before disclosing any Confidential Material to any consulting or testifying
2 expert, counsel for the disclosing party or parties shall have the consulting or
3 testifying expert read this Protective Order and shall explain the contents of this
4 Protective Order to that person. The consulting or testifying expert shall agree
5 to be bound to the terms of this Protective Order and shall execute a declaration
6 identical to Exhibit "1" attached hereto.
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9 6. During any deposition or at any hearing, Confidential Material may be disclosed
10 to any deponent or witness. Before that disclosure is made, the disclosing party
11 shall advise the deponent or witness (as well as counsel, if any, representing the
12 deponent or witness) that the information about to be disclosed is subject to this
13 Protective Order and that any further disclosure of the Confidential Material by
14 the deponent or witness (or by his or her counsel) shall constitute a violation of the
15 Protective Order.
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19 7. Before trial, the parties will address the method for protecting the confidentiality
20 of the Confidential Material during trial.
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22 8. In accordance with this Protective Order, counsel for the parties are:

23 A. In the case of Plaintiff: Jeanne L. Zimmer and J. Grace Felipe

24 B. In the case of Defendant: Todd M. Friedman and Adrian R. Bacon
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1 It is the responsibility of the attorneys whose signatures appear below to ensure
2 that their partners, employees and agents who may have access to Confidential
3 Information shall be apprised of, and adhere to, this Protective Order.
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5 9. A party may object to the designation of particular Confidential Material by
6 giving written notice to the party designating the disputed information. The
7 written notice shall identify the information to which the objection is made. If the
8 parties cannot resolve the objection within ten (10) business days after the time
9 the notice is received, the party designating the information as CONFIDENTIAL
10 shall have the obligation to file an appropriate motion requesting that the Court
11 determine whether the disputed information should be subject to the terms of this
12 Protective Order. If such a motion is timely filed, the disputed information shall
13 be treated as CONFIDENTIAL the terms terms of this Protective Order until
14 the Court rules on the motion. If the designating party fails to file such a
15 motion within the prescribed time, the disputed information shall lose its
16 designation as CONFIDENTIAL and shall not thereafter be treated as
17 CONFIDENTIAL in accordance with this Protective Order. In connection with a
18 motion filed under this provision, the party designating the information as
19 CONFIDENTIAL shall bear the burden of establishing that good cause exists for
20 the disputed information to be treated as CONFIDENTIAL.
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- 1 10. The termination of proceedings in this action shall not relieve any person to
2 whom Confidential Material was disclosed from the obligation of maintaining the
3 confidentiality of such material in accordance with the provisions of this
4 Protective Order.
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- 6 11. Upon final termination of this action, including any appeal, each party shall
7 assemble and shall destroy all items designated as Confidential Material by the
8 other party. Written verification of destruction shall be given immediately after
9 such destruction.
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- 11 12. This Protective Order shall be without prejudice to the right of the parties: a) to
12 bring before the Court at any time the question of whether any particular
13 document or information is Confidential Material or whether its use should be
14 restricted; or, b) to present a motion to the Court under *Federal Rule Civil*
15 *Procedure 26(c)* for a separate protective order as to any particular document or
16 information, including restriction differing from those as specified herein.
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- 18 13. This Protective Order shall not be deemed to prejudice the parties in any way
19 from making future application to this Court for modification of this Order.
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- 21 14. This Protective Order is entered solely for the purpose of facilitating the
22 exchange of documents and information between the parties to this action without
23 unnecessarily involving the Court in the process. Nothing in this Protective
24 Order, nor the production of any information or document under the terms of this
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1 Protective Order, nor any proceeding pursuant to this Protective Order shall be
2 deemed to be an admission or waiver by either party, or to be an alteration of the
3 confidentiality or non-confidentiality or the discoverability or non-discoverability
4 or the admissibility or inadmissibility of any such document or information,
5 or to be an alteration of any existing obligation of any party or the absence of
6 any such obligation.
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9 15. The existence of this Protective Order, including the fact that it was
10 entered into by the parties shall not be admissible at trial of the present action, nor
11 shall it be admissible in any other court, administrative agency or tribunal for any
12 party, with the exception of a proceeding to enforce or interpret the terms of this
13 Protective Order.
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16 16. To the extent that any discovery is taken from any person who is not a party to
17 this action (“Third Party”), and in the event such Third Party contends the
18 discovery sought involves Confidential Material, then such Third Party may agree
19 to execute and be bound by this Protective Order.
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22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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25 DATED: August 13, 2015

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28 United States District Court Judge

1 ACCEPTED AND APPROVED AS TO FORM:
2

3 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**

4 Dated: August 5, 2015

5 By: s/Todd M. Friedman
6 Todd M. Friedman
7 Adrian R. Bacon
8 Attorneys for Plaintiff,
9 SHEENA RAFFIN

10 **CARLSON & MESSER LLP**

11 Dated: August 5, 2015

12 By: s/J. Grace Felipe
13 Jeanne L. Zimmer
14 J. Grace Felipe
15 Attorneys for Defendant,
16 STELLAR RECOVERY, INC.
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