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NOTE: CHANGES MADE BY THE COURT

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

Monica Corona, an individual,
Plaintiff,
vs.
McDonald's Restaurants of California,
Inc., a California Corporation, dba as
McDonald's,
Defendant.

Case No. 2:14-cv-9890 FMO (FFMx)
[Discovery Document: Referred to
Magistrate Judge Frederick F. Mumm]
**[PROPOSED] PROTECTIVE
ORDER REGARDING
CONFIDENTIAL INFORMATION**

1 (g) Protected Material. Disclosure or Discovery Material that is
2 designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY.

4 (h) Designating Party. A Party or nonparty that designates Protected
5 Material.

6 (i) In-House Counsel. Attorneys (and their support staffs) who are
7 employees of a Party.

8 (j) Outside Counsel. Attorneys (and their support staffs) who are
9 not employees of a Party but who are retained to represent or advise a Party in this
10 action.

11 (k) Counsel (without qualifier). Outside Counsel and In-House
12 Counsel (and their support staffs).

13 (l) Expert. A person with specialized knowledge or experience in a
14 matter pertinent to the action who has been retained by a Party or its Counsel to
15 serve as an expert witness or consultant. This definition includes a professional jury
16 or trial consultant retained in connection with this action.

17 (m) Professional Vendors. Persons or entities that provide litigation
18 support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, organizing, storing, retrieving data in any form or medium, etc.) and
20 their employees and subcontractors.

21 (n) Final Disposition. (1) entry of judgment and either exhaustion of
22 all appeals or expiration of the time in which to appeal; or (2) a settlement among all
23 parties and dismissal such that no action remains pending.

24 **SCOPE**

25 2. The protections conferred by this Protective Order cover not only
26 Protected Material, but also any information extracted from Protected Material,
27 including, but not limited to, copies, excerpts, summaries, compilations, testimony,
28

1 conversations, or presentations by a Party or Counsel to or in court or in other
2 settings that might reveal Protected Material.

3 **DURATION**

4 3. Even after Final Disposition, the confidentiality obligations imposed
5 by this Protective Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs.

7 **DESIGNATING PROTECTED MATERIAL**

8 4. (a) Exercise of Restraint and Care in Designating Material for
9 Protection. Each Party or nonparty that designates Disclosure or Discovery Material
10 for protection under this Protective Order must take care to limit any such
11 designation to specific material that qualifies under the appropriate standards. A
12 Designating Party must take care to designate as Protected Material only those parts
13 of Disclosure or Discovery Material that qualify, so that other portions of the
14 Disclosure or Discovery Material for which protection is not warranted are not
15 swept unjustifiably within the ambit of this Protective Order.

16 (b) Manner and Timing of Designations. Except as otherwise provided in
17 this Protective Order, or as otherwise stipulated or ordered, material that qualifies
18 for protection under this Protective Order must be clearly so designated before the
19 material is disclosed or produced. Designation in conformity with this Protective
20 Order requires:

21 (i) For information in documentary form (apart from transcripts of
22 depositions or other pretrial or trial proceedings): that the Producing Party affix the
23 legend CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY on each page that contains Protected Material. If only a portion or portions
25 of the material on a page qualifies for protection, the producing Party also must
26 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the
27 margins). A Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection
2 and before the designation, all of the material made available for inspection shall be
3 deemed CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY. After the inspecting Party has identified the documents it wants copied and
5 produced, the Producing Party must determine which documents, or portions
6 thereof, qualify for protection under this Protective Order; then, before producing
7 the specified documents, the Producing Party must affix the legend
8 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
9 at the top of each page that contains Protected Material. If only a portion of the
10 material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (*e.g.*, by making appropriate markings in the
12 margins) and must specify, for each portion, the level of protection being asserted,
13 either CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.

15 (ii) For testimony given in deposition or in other pretrial or trial
16 proceedings (FFM): that the Party or nonparty offering, sponsoring or giving the
17 testimony identify on the record, before the close of the deposition, ~~hearing, or other~~
18 ~~proceeding,~~ (FFM) all protected testimony, and further specify any portions of the
19 testimony that qualify as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY. When it is impractical to identify separately each
21 portion of testimony that is entitled to protection, and when it appears that
22 substantial portions of the testimony may qualify for protection, the Party or
23 nonparty that offers, sponsors or gives the testimony may invoke on the record
24 (before the deposition or proceeding is concluded) a right to have up to 20 days to
25 identify the specific portions of the testimony as to which protection is sought and to
26 specify the level of protection being asserted, CONFIDENTIAL or HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Only those portions of the
28 testimony that are appropriately designated for protection within the 20 days shall be

1 covered by the provisions of this Protective Order. Transcript pages containing
2 Protected Material must be separately bound by the court reporter, who must affix to
3 the top of each such page the legend CONFIDENTIAL or HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY, as instructed by the Party or
5 nonparty offering, sponsoring or giving the testimony. Failure of counsel to
6 designate testimony or exhibits as Protected Material at the deposition, however,
7 shall not constitute a waiver of the protected status of the testimony or exhibits.
8 Within thirty (30) calendar days of receipt of the transcript of the deposition,
9 counsel shall be entitled to designate specific testimony or exhibits as
10 “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.” If counsel for the deponent or Party fails to designate the transcript or
12 exhibits as “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY” within the above-described thirty (30) day period,
14 any other Party shall be entitled to treat the transcript or exhibits as non-confidential
15 material.

16 (iii) For information produced in some form other than documentary form
17 and for any tangible items: that the Producing Party affix in a prominent place on
18 the exterior of the container or containers in which the Protected Material is stored
19 the legend CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
20 EYES ONLY. If only a portion of the material qualifies for protection, the
21 Producing Party, to the extent practicable, shall identify the protected portions,
22 specifying whether they qualify as CONFIDENTIAL or as HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY. To the extent that any
24 Receiving Party prints any of the Protected Material contained in the non-paper
25 media, such printouts will be marked as described in Section 6(c) above by the
26 Receiving Party.

27 5. Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate Confidential Disclosure or Discovery Material, or Highly

1 Confidential – Attorneys’ Eyes Only Disclosure or Discovery Material, for
2 protection as Protected Material does not, standing alone, waive the Designating
3 Party’s right to secure protection under this Protective Order for such Disclosure or
4 Discovery Material. If Disclosure or Discovery Material is appropriately designated
5 as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY after it was initially produced, the Receiving Party, on timely notification of
7 the designation by the Designating Party, must make reasonable efforts to assure
8 that such Protected Material is treated in accordance with the provisions of this
9 Protective Order.

10 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6. (a) Timing of Challenges. Unless a prompt challenge to a
12 Designating Party’s confidentiality designation is necessary to avoid foreseeable
13 substantial unfairness, unnecessary economic burdens, or a later significant
14 disruption or delay of the litigation, a Party does not waive its right to challenge a
15 confidentiality designation by electing not to mount a challenge promptly after the
16 original designation is disclosed.

17 (b) Meet and Confer. A Party that elects to initiate a challenge to a
18 Designating Party’s confidentiality designation must do so in good faith. In
19 accordance with Local Rule 37-1, Outside Counsel for the challenging Party shall
20 begin the process by delivering a letter requesting a conference. Within ten (10)
21 days after receipt of such letter, Outside Counsel for the Designating Party shall
22 provide in writing the bases for the Designating Party’s contention that the
23 confidentiality designation is proper. The challenging Party may proceed to the next
24 stage of the challenge process only if it has engaged in this meet and confer process.
25 A failure to respond to the challenging Party’s letter within the requisite time
26 constitutes consent to the challenge.

27 (c) Judicial Intervention. A Party that elects to press a challenge to a
28 confidentiality designation may file and serve a motion and the required joint

1 stipulation in compliance with Civil Local Rule 37-2 and in compliance with Local
2 Rule 79-5 regarding the filing of document under seal. The burden of persuasion in
3 any such challenge proceeding shall be on the Designating Party. Until the Court
4 rules on the challenge, all parties shall continue to afford the Protected Material in
5 question the level of protection to which it would be entitled under the Designating
6 Party's designation.

7 **ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7. (a) Basic Principles. A Receiving Party may use Protected Material
9 that is disclosed or produced by another Party or a nonparty only for prosecuting or
10 defending this action. Protected Material may be disclosed only to the categories of
11 persons and under the conditions described in this Protective Order. Upon Final
12 Disposition of this action, a Receiving Party must comply with paragraph 12, below
13 (FINAL DISPOSITION). Protected Material must be stored and maintained by a
14 Receiving Party at a location and in a secure manner that ensures that access is
15 limited to the persons authorized under this Protective Order.

16 (b) Disclosure of Protected Material Designated CONFIDENTIAL.
17 Unless otherwise ordered by the court or permitted in writing by the Designating
18 Party, a Receiving Party may disclose Protected Material designated
19 CONFIDENTIAL only to:

20 (i) The Receiving Party's Outside Counsel of record in this action,
21 and employees of said Outside Counsel to whom it is reasonably necessary to
22 disclose the Protected Material for purposes of this litigation;

23 (ii) The Receiving Party's In-House Counsel to whom disclosure is
24 reasonably necessary for purposes of this litigation;

25 (iii) The Receiving Party's officers, directors and employees to
26 whom disclosure is reasonably necessary for this litigation;

27 (iv) The Receiving Party's disclosed and undisclosed Experts and
28 their secretarial, technical and clerical employees who are actively assisting in the

1 preparation of this litigation, to whom disclosure is reasonably necessary for this
2 litigation, and who have signed the “Agreement to Be Bound by Protective Order”
3 that is attached hereto as Exhibit A (the signed original shall be delivered to and
4 maintained by the Designating Party, except in respect to undisclosed Experts, in
5 which event the signed original shall be delivered to and maintained by the Party
6 who retained the undisclosed Expert);

7 (v) The Court and its personnel;

8 (vi) The jury for purposes of trial;

9 (vii) Certified stenographic reporters and videographers retained in
10 connection with this action, and their staffs;

11 (viii) Professional Vendors to whom disclosure is reasonably
12 necessary for this litigation;

13 (ix) During their depositions, witnesses in this action to whom
14 disclosure is reasonably necessary and who have signed the “Agreement to Be
15 Bound by Protective Order” that is attached hereto as Exhibit A (the signed original
16 shall be delivered to and maintained by the Designating Party). If a witness declines
17 to sign the “Agreement to Be Bound by Protective Order,” the Parties shall promptly
18 present the issue to the Court.

19 (xi) The author of the document or the original source of the
20 information.

21 (c) Disclosure of Protected Material Designated HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Unless otherwise ordered by
23 the Court or permitted in writing by the Designating Party, a Receiving Party may
24 disclose any information or item designated HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY only to:

26 (i) The Receiving Party’s Outside Counsel of record in this action,
27 and employees of said Outside Counsel to whom it is reasonably necessary to
28 disclose the Protected Material for purposes of this litigation;

1 (ii) The Receiving Party's disclosed and undisclosed Experts and
2 their secretarial, technical and clerical employees who are actively assisting in the
3 preparation of this litigation, to whom disclosure is reasonably necessary for this
4 litigation, and who have signed the "Agreement to Be Bound by Protective Order"
5 that is attached hereto as Exhibit A (the signed original shall be delivered to and
6 maintained by the Designating Party, except in respect to undisclosed Experts, in
7 which event the signed original shall be delivered to and maintained by the Party
8 who retained the undisclosed Expert);

9 (iii) The Court and its personnel;

10 (iv) The jury for purposes of trial;

11 (v) Certified stenographic reporters and videographers retained in
12 connection with this action, and their staffs;

13 (vi) Professional Vendors to whom disclosure is reasonably
14 necessary for this litigation;

15 (viii) The author of the document or the original source of the
16 information.

17 (d) Procedures for Approving Disclosure of CONFIDENTIAL and/or
18 HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY Information or Items
19 to Experts.

20 Documents designated as "CONFIDENTIAL" and/or "HIGHLY
21 CONFIDENTIAL - ATTORNEYS' EYES ONLY" may be shown to any Expert ,
22 together with his or her secretarial, technical and clerical staff who are actively
23 assisting in the preparation of this litigation. Before disclosure to any such Expert,
24 the Person to whom such information is to be disclosed shall execute the Non-
25 Disclosure Agreement attached hereto as Exhibit A. The attorney of record making
26 the disclosure shall maintain the record of such executed Agreement until sixty (60)
27 days following the final disposition of this matter. The foregoing notwithstanding,
28 any such Expert who is an employee of a competitor of any of the Parties (other than

1 one of the Parties) shall not be shown or otherwise given access to documents or
2 information designated “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL -
3 ATTORNEYS’ EYES ONLY”. Any expert who is an employee of any of the
4 Parties shall not be shown or otherwise give access to documents or information
5 designated “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”.

6 **PROTECTED MATERIAL SUBPOENAED OR**
7 **ORDERED PRODUCED IN OTHER LITIGATION**

8 8. If a Receiving Party is served with a subpoena or an order issued in
9 other litigation that would compel disclosure of any information or items designated
10 in this action as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY, the Receiving Party must notify the Designating Party, in writing (by
12 e-mail, if possible, and U.S. mail) within a reasonable time and in no event more
13 than ten (10) days after receiving the subpoena or order. Such notification must
14 include a copy of the subpoena or order. Within the same 10-day period the
15 Receiving Party also must: (a) provide written notice to the person or entity who
16 caused the subpoena or order to issue in the other litigation that some or all the
17 material covered by the subpoena or order is the subject of this Protective Order;
18 and (b) deliver a copy of this Protective Order promptly to the Party in the other
19 action that caused the subpoena or order to issue. The purpose of imposing these
20 duties is to alert the interested parties to the existence of this Protective Order and to
21 afford the Designating Party in this case an opportunity to try to protect its
22 confidentiality interests in the court from which the subpoena or order issued. The
23 Designating Party shall bear the burden and the expense of seeking protection of its
24 confidential material in that court. Nothing in this paragraph should be construed as
25 authorizing or encouraging a Receiving Party in this action to disobey a lawful
26 directive from another court.

1 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 9. If a Receiving Party learns, by inadvertence or otherwise, that it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosure, (b) use its best efforts
6 to retrieve all copies of the Protected Material, (c) inform the person to whom
7 unauthorized disclosure was made of all terms of this Protective Order, and
8 (d) request such person to execute the “Agreement to Be Bound by Protective
9 Order” that is attached hereto as Exhibit A.

10 **FILING PROTECTED MATERIAL**

11 10. If a Party wishes to submit Protected Material to the Court, the Party
12 shall submit the Protected Material for filing under seal subject to Court approval.
13 A Party that seeks to file under seal any Protected Material must comply with Local
14 Rule 79-5.

15 **INADVERTENT PRODUCTION OF PRIVILEGED INFORMATION**

16 11. The inadvertent production of documents or information to the
17 Receiving Party shall not constitute a waiver of the attorney-client privilege or work
18 product immunity with respect to any document or information so furnished, if, after
19 discovering the inadvertent disclosure, the Designating Party designates any such
20 document or information as within either the attorney-client privilege or work
21 product immunity and requests return of any such document or information to the
22 Designating Party. Upon request by the Designating Party for return of any such
23 document or information designated as within either the attorney-client privilege or
24 work product immunity, the Receiving Party shall immediately return to the
25 Designating Party all copies of such documents and all documents containing or
26 referring to such information. Nothing herein shall prevent the Receiving Party
27 from challenging the propriety of the attorney-client privilege or work product
28 immunity designation by filing an appropriate motion with the Court. If such a

1 motion is filed, the Designating Party shall make the documents and/or information
2 available for in-camera inspection by the court. The moving Party shall not assert
3 that such inadvertent production is a basis for finding a waiver of attorney-client
4 privilege or work product immunity.

5 **NO EFFECT ON PARTY'S OWN USE**

6 12. Nothing contained in this Order shall affect the right of a Designating
7 Party to disclose to its officers, directors, employees, partners, or consultants or to
8 use as it desires any Protected Information it designated and produced as
9 "CONFIDENTIAL" and/or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
10 ONLY."

11 **NO EFFECT ON RENDERING LEGAL ADVICE**

12 13. Nothing in this Order shall bar or otherwise prevent any attorney
13 herein from rendering advice to his or her client with respect to this litigation, and in
14 the course thereof, from relying upon his or her examination or knowledge of
15 Protected Information; provided, however, that in rendering such advice and in
16 otherwise communicating with his or her client, such attorney shall not disclose the
17 contents of any Protected Information produced by another Party herein to any
18 Person who is not authorized to receive such information under the provisions of
19 this Order.

20 **NO EFFECT ON DISCLOSURE TO AUTHOR OR ADDRESSEES**

21 14. Nothing contained in this Order shall affect the right of a party to
22 disclose any Protected Information designated as "CONFIDENTIAL" and/or
23 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" to the author or
24 addressee of the document.

25 **NO APPLICABILITY TO INDEPENDENTLY OBTAINED OR PUBLIC**
26 **INFORMATION**

27 15. No party shall be bound by this Order as to any Protected Information
28 which:

1 (b) Right to Assert Other Objections. By stipulating to the entry of
2 this Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Protective Order. Similarly, no Party waives any right to object on any ground to
5 use in evidence of any of the material covered by this Protective Order.

6 (c) Non-Party Production. A non-party producing information
7 voluntarily or pursuant to a subpoena or a court order may designate such
8 information as Protected Material pursuant to the terms of this Order. A non-party's
9 use of this Order to protect its Protected Material does not entitle that non-party
10 access to the Protected Material produced by any Party in this case. Any Party may
11 designate documents or information produced by a non-party as Protected
12 Information pursuant to the terms of this Order, by providing written notice of the
13 designation and a copy of the designated pages marked CONFIDENTIAL or
14 HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY on each page that
15 contains Protected Material.

16
17 Dated: June 2, 2015

18 /S/ FREDERICK F. MUMM
19 Frederick F. Mumm
20 United States Magistrate Judge
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1 **EXHIBIT A**

2 **AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

3 I, _____ [full name], of _____
4 _____ [full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Protective Order
6 that was issued by the United States District Court, Central District of California, on
7 _____ [date] in the case of *Corona v. McDonald's*
8 *Restaurants of California, Inc.*, Case No. CV14-9890 (FMO) (FFMx). I agree to
9 comply with and to be bound by all the terms of the Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment in the nature of contempt. I solemnly promise that I will not
12 disclose in any manner any information or item that is subject to the Protective
13 Order to any person or entity except in strict compliance with the provisions of the
14 Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court,
16 Central District of California, for the purpose of enforcing the terms of the
17 Protective Order, even if such enforcement proceedings occur after termination of
18 this action.

19 I hereby appoint _____ [full name] of _____
20 _____ [full address and
21 telephone number] as my California agent for service of process in connection with
22 this action or any proceedings related to enforcement of the Protective Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27
28 Signature: _____