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MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

REBECCA LOPEZ, and JOSE LOPEZ
an individual and Successor in Interest
to decedent GABRIEL LOPEZ,

Plaintiff,

v.

COUNTY OF LOS ANGELES, LOS
ANGELES SHERIFF'S
DEPARTMENT, CITY OF SAN
FERNANDO, SAN FERNANDO
POLICE DEPARTMENT and DOES 1
to 10, inclusive,

Defendant.

Case No. 2:15-cv-01745-R-MAN
[The Hon. Manuel L. Real]

**PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

Trial Date: 5/17/16

TO THE HONORABLE COURT:

PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s inherent and statutory authority, including but not limited to the Court’s authority under the applicable Federal Rules of Civil Procedure and the United States District Court, Central District of California 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,

IT IS HEREBY ORDERED that:

1 **1. SCOPE OF PROTECTION.**

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

15 Except to the extent specified herein (if any), any use of Protected Material at
16 trial shall not be governed by this Order, but may be governed by a separate agreement
17 or order.

18 Any use of Protected Material at trial shall be governed by the Orders of the trial
19 judge: the parties' Stipulation and this Protective Order do not govern the use of
20 Protected Material at trial.

21 **2. DURATION OF PROTECTION.**

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

1 of time pursuant to applicable law.

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

4 3.1. Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

21 3.2. Manner and Timing of Designations. Except as otherwise provided in this
22 Order, or as otherwise stipulated or ordered, material that qualifies for protection under
23 this Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (apart from transcripts of depositions
26 or other pretrial or trial proceedings, and regardless of whether produced in hardcopy or
27 electronic form), that the Producing Party affix the legend "CONFIDENTIAL" to each
28 page that contains Protected Material. If only a portion or portions of the material on a

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

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

17 (b) for testimony given in deposition or in other pretrial proceedings, that the
18 Party or non-party offering or sponsoring the testimony identify on the record, before
19 the close of the deposition, hearing, or other proceeding, all protected testimony, and
20 further specify any portions of the testimony that qualify as “CONFIDENTIAL.”
21 When it is impractical to identify separately each portion of testimony that is entitled to
22 protection, and when it appears that substantial portions of the testimony may qualify
23 for protection, the Producing Party may invoke on the record (before the deposition or
24 proceeding is concluded) a right to have up to fifteen (15) days to identify the specific
25 portions of the testimony as “CONFIDENTIAL.” Only those portions of the testimony
26 that are appropriately designated as “CONFIDENTIAL” for protection within the
27 fifteen (15) days shall be covered by the provisions of the parties' Stipulation and this
28 Protective Order.

1 The court reporter must affix to each such transcript page containing Protected
2 Material the legend “CONFIDENTIAL,” as instructed by the Producing Party.

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

10 3.3. Inadvertent Failures to Designate. If timely corrected (preferably, though
11 not necessarily, within 30 days of production or disclosure of such material), an
12 inadvertent failure to designate qualified information or items as “CONFIDENTIAL”
13 does not, standing alone, waive the Designating Party’s right to secure protection under
14 the parties' Stipulation and this Order for such material. If material is appropriately
15 designated as “CONFIDENTIAL” *after* the material was initially produced, the
16 Receiving Party, on timely notification of the designation, must make reasonable efforts
17 to assure that the material is treated in accordance with the parties' Stipulation and this
18 Order .

19 3.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall
20 not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove a
21 “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any
22 other action so as to make it appear that Protected Material is not subject to the terms
23 and provisions of the parties' Stipulation and this Order. However, nothing in this
24 section shall be construed so as to prevent a Receiving Party from challenging a
25 confidentiality designation subject to the provisions of section 4, *infra*.

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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 that is consistent with the Court's Scheduling
4 Order. Unless a prompt challenge to a Designating Party's confidentiality designation
5 is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens,
6 or a later significant disruption or delay of the litigation, a Party does not waive its right
7 to challenge a confidentiality designation by electing not to mount a challenge promptly
8 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 the
15 associated Protective Order. The parties shall attempt to resolve each challenge in good
16 faith and must begin the process by conferring directly (in voice to voice dialogue,
17 either in person, telephonically, or by other comparable means, but *not* by
18 correspondence) 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 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*,
27 to harass or impose unnecessary expenses and burdens on other parties), may expose
28 the Challenging Party to sanctions.

1 4.3. Judicial Intervention. If the Parties cannot resolve a confidentiality
2 challenge without court intervention, the Challenging Party shall file and serve a
3 motion to remove confidentiality (under the applicable rules for filing and service of
4 discovery motions) within 14 days of the parties agreeing that the meet and confer
5 process will not resolve their dispute, or by the first day of trial of this matter,
6 whichever date is earlier – unless the parties agree in writing to a longer time.

7 The parties must strictly comply with Central District Local Rules 37-1 and 37-2
8 (including the joint stipulation re discovery dispute requirement) in any motion
9 associated with this Protective Order.

10 Each such motion must be accompanied by a competent declaration affirming
11 that the movant has complied with the meet and confer requirements imposed in the
12 preceding paragraph. In addition, the Challenging Party may file a motion challenging
13 a confidentiality designation at any time if there is good cause for doing so, including a
14 challenge to the designation of a deposition transcript or any portions thereof. Any
15 motion brought pursuant to this provision must be accompanied by a competent
16 declaration affirming that the movant has complied with the meet and confer
17 requirements imposed by the preceding paragraph.

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

27 4.4. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
28 Designating Party may remove Protected Material/Confidential Documents from some

1 or all of the protections and provisions of the parties' Stipulation and this Order at any
2 time by any of the following methods:

3 (a) Express Written Withdrawal. A Designating Party may withdraw a
4 “CONFIDENTIAL” designation made to any specified Protected Material /Confidential
5 Documents from some or all of the protections of the parties' Stipulation and this Order
6 by an express withdrawal in a writing signed by such Party (or such Party’s Counsel,
7 but not including staff of such Counsel) that specifies and itemizes the Disclosure or
8 Discovery Material previously designated as Protected Material/Confidential
9 Documents that shall no longer be subject to all or some of the provisions of the parties'
10 Stipulation and this Order. Such express withdrawal shall be effective when
11 transmitted or served upon the Receiving Party. If a Designating Party is withdrawing
12 Protected Material from only some of the provisions/ protections of the parties'
13 Stipulation and this Order, such Party must state which specific provisions are no
14 longer to be enforced as to the specified material for which confidentiality protection
15 hereunder is withdrawn: otherwise, such withdrawal shall be construed as a withdrawal
16 of such material from all of the protections/provisions of the parties' Stipulation and this
17 Order;

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

27 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
28 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”

1 designation made to any specified Protected Material/Confidential Documents from all
2 of the provisions/protections of the parties' Stipulation and this Order by either (1)
3 making such Protected Material/Confidential Records part of the public record –
4 including but not limited to attaching such as exhibits to any filing with the court
5 without moving, prior to such filing, for the court to seal such records; or (2) failing to
6 timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL”
7 designation to specified Protected Material/Confidential Documents. Nothing in the
8 parties' Stipulation and this Order shall be construed so as to require any Party to file
9 Protected Material/Confidential Documents under seal, unless expressly specified
10 herein.

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

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

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under the parties' Stipulation and this Order .

24 5.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
25 ordered by the Court or permitted in writing by the Designating Party, a Receiving
26 Party may disclose any information or item designated CONFIDENTIAL only to:

27 (a) the Receiving Party’s Counsel of record in this action, as well as
28 employees of such Counsel to whom it is reasonably necessary to disclose the

- 1 information for this litigation;
- 2 (b) the officers, directors, and employees (including House Counsel) of the
3 Receiving Party to whom disclosure is reasonably necessary for this litigation – each of
4 whom, by accepting receipt of such Protected Material, thereby agree to be bound by
5 the parties' Stipulation and this Order;
- 6 (c) Experts (as defined in the parties' Stipulation and this Order) of the
7 Receiving Party to whom disclosure is reasonably necessary for this litigation, and their
8 support staff – each of whom, by accepting receipt of such Protected Material, thereby
9 agree to be bound by the parties' Stipulation and this Order and shall sign a copy of the
10 associated order agreeing to be so bound;
- 11 (d) court reporters, their staffs, and Professional Vendors to whom disclosure
12 is reasonably necessary for this litigation – each of whom, by accepting receipt of such
13 Protected Material, thereby agree to be bound by the parties' Stipulation and this Order;
- 14 (e) during their depositions, witnesses in the action to whom disclosure is
15 made – each of whom, by accepting receipt of such Protected Material, thereby agree to
16 be bound by the parties' Stipulation and this Order. Pages of transcribed deposition
17 testimony or exhibits to depositions that reveal Protected Material must be separately
18 bound by the court reporter and may not be disclosed to anyone except as permitted
19 under the parties' Stipulation and this Order.
- 20 (f) the author or custodian of a document containing the information that
21 constitutes Protected Material, or other person who otherwise possessed or knew the
22 information.
- 23 (g) the mediator assigned to mediate this matter.
- 24 5.3. Notice of Confidentiality. Prior to producing or disclosing Protected
25 Material/Confidential Documents to persons to whom the parties' Stipulation and this
26 Order permits disclosure or production (see section 5.2, *supra*), a Receiving Party shall
27 provide a copy of the parties' Stipulation and this Order to such persons so as to put
28 such persons on notice as to the restrictions imposed upon them herein: except that, for

1 court reporters, Professional Vendors, and for witnesses being provided with Protected
2 Material during a deposition, it shall be sufficient notice for Counsel for the Receiving
3 Party to give the witness a verbal admonition (on the record, for witnesses) regarding
4 the provisions of the parties' Stipulation and this Order and such provisions'
5 applicability to specified Protected Material at issue.

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

22 5.5. Requirement to File Confidential Documents Under Seal. Confidential
23 Documents may be submitted in all law and motion proceedings before the Court if
24 done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or
25 United States District Court, Central District of California Local Rules 79-5.1 and 79-
26 5.2 (as applicable) and pursuant to the provisions of the parties' Stipulation and this
27 Order. If any Receiving Party attaches any Confidential Documents to any pleading,
28 motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such

1 Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules of
2 Civil Procedure 5.2 and 26 and/or United States District Court, Central District of
3 California Local Rules 79-5.1 and 79-5.2 to the extent applicable.

4 However, this paragraph (§ 5.5) shall not be construed so as to prevent a
5 Designating Party or counsel from submitting, filing, lodging, or publishing any
6 document it has previously designated as a Confidential Document without compliance
7 with this paragraph's requirement to do so under seal (i.e., a producing-disclosing party
8 or counsel may submit or publish its own Confidential Documents without being in
9 violation of the terms of the parties' Stipulation and this Order).

10 Furthermore, a Receiving Party shall be exempted from the requirements of this
11 paragraph as to any specifically identified Confidential Document(s) where – prior to
12 the submission or publication of the Confidential Document(s) at issue – the
13 Designating Party of such specifically identified Confidential Document(s) has
14 waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant to
15 paragraph 4.4, *supra*).

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

19 (1) private, personal information contained in peace officer personnel files
20 (such as social security numbers, driver's license numbers or comparable personal
21 government identification numbers, residential addresses, compensation or pension or
22 personal property information, credit card numbers or credit information, dates of birth,
23 tax records and information, information related to the identity of an officer's family
24 members or co-residents, and comparable personal information about the officer or his
25 family);

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

28 (3) the medical records or records of psychiatric or psychological treatment of

1 any peace officer or party to this action.

2 Nothing in this paragraph shall be construed to bind the Court or its authorized
3 staff so as to limit or prevent the publication of any Confidential Documents to the jury
4 or factfinder, at the time of trial of this matter, where the Court has deemed such
5 Confidential Documents to be admissible into evidence.

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

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

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

14 (b) promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the subpoena or
16 order is subject to the parties' Stipulation and this Order. Such notification shall include
17 a copy of the parties' Stipulation and this Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by
19 all sides in any such situation, while adhering to the terms of the parties' Stipulation and
20 this Order.

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

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

4 **7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

5 7.1. Unauthorized Disclosure of Protected Material.

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

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

15 7.2. Inadvertent Production of Privileged or Otherwise Protected Material.

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

26 **8. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

27 8.1. Filing of Protected Material.

28 Without advance written permission from the Designating Party, or a court order

1 secured after appropriate notice to all interested persons, a Receiving Party may not file
2 in the public record in this action any Protected Material. A Party that seeks to file
3 under seal any Protected Material must comply with the applicable Federal and Local
4 Rules. However, this section shall have no effect as to the exemptions from the sealing
5 and notice requirements that a Receiving Party shall have as outlined in section 5.5.

6 8.2. Public Dissemination of Protected Material.

7 A Receiving Party shall not publish, release, post, or disseminate Protected
8 Material to any persons except those specifically delineated and authorized by the
9 parties' Stipulation and this Order (see section 5, *supra*); nor shall a Receiving Party
10 publish, release, leak, post, or disseminate Protected Material/Confidential Documents
11 to any news media, member of the press, website, or public forum (except as permitted
12 under section 8.1 regarding filings with the court in this action and under seal).

13 **9. FINAL DISPOSITION.**

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

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

1 Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 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 (DURATION), above. This court shall retain
16 jurisdiction in the event that a Designating Party elects to seek court sanctions for
17 violation of the parties' Stipulation and this Order.

18 **10. MISCELLANEOUS.**

19 10.1. Right to Further Relief. Nothing in the parties' Stipulation and this Order
20 abridges the right of any person to seek its modification by the Court in the future.

21 10.2. Right to Assert Other Objections. By stipulating to the entry of a
22 Protective Order, no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in the
24 parties' Stipulation and this Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence any of the material covered by the parties' Stipulation
26 and this Protective Order.

27 10.3. Defendants intend to demand an appropriate In Camera Review if any
28 personnel records of peace officers are requested. **Nothing in this document can be**

1 **used in opposition to any such motion.** 10.4. The provisions of the parties'
2 Stipulation and this Order shall be in effect until further applicable Order of the Court.

3 **IT IS SO ORDERED.**

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6 Dated: January 21, 2016

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UNITED STATES DISTRICT JUDGE