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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOHN JOHNSON,)	Case No. CV 15-02201-PJW
)	
Plaintiff,)	PROTECTIVE ORDER
)	
v.)	
)	
CITY OF LONG BEACH, et al.,)	
)	
Defendants.)	
_____)	

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information that is entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section

1 12.3, below, that this Stipulated Protective Order does not entitle
2 them to file confidential information under seal; Civil Local Rule
3 79-5 sets forth the procedures that must be followed and the standards
4 that will be applied when a party seeks permission from the court to
5 file material under seal.

6
7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve private information for which
9 special protection from public disclosure and from use for any purpose
10 other than prosecution of this action is warranted. Such materials
11 and information consist of, information implicating privacy rights of
12 third parties, information otherwise generally unavailable to the
13 public, or which may be privileged or otherwise protected from
14 disclosure under state or federal statutes, court rules, case
15 decisions, or common law. Accordingly, to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over
17 confidentiality of discovery materials, to adequately protect
18 information the parties are entitled to keep confidential, to ensure
19 that the parties are permitted reasonable necessary uses of such
20 material in preparation for and in the conduct of trial, to address
21 their handling at the end of the litigation, and serve the ends of
22 justice, a protective order for such information is justified in this
23 matter. It is the intent of the parties that information will not be
24 designated as confidential for tactical reasons and that nothing be so
25 designated without a good faith belief that it has been maintained in
26 a confidential, non-public manner, and there is good cause why it
27 should not be part of the public record of this case.

1 2. DEFINITIONS

2 2.1 Action: This pending federal law suit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3 "CONFIDENTIAL" Information or Items: information (regardless
6 of how it is generated, stored or maintained) or tangible things that
7 qualify for protection under Federal Rule of Civil Procedure 26(c),
8 and as specified above in the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as
10 well as their support staff).

11 2.5 Designating Party: a Party or Non-Party that designates
12 information or items that it produces in disclosures or in responses
13 to discovery as "CONFIDENTIAL."

14 2.6 Disclosure or Discovery Material: all items or information,
15 regardless of the medium or manner in which it is generated, stored,
16 or maintained (including, among other things, testimony, transcripts,
17 and tangible things), that are produced or generated in disclosures or
18 responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience
20 in a matter pertinent to the litigation who has been retained by a
21 Party or its counsel to serve as an expert witness or as a consultant
22 in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to
24 this Action. House Counsel does not include Outside Counsel of Record
25 or any other outside counsel.

26 2.9 Non-Party: any natural person, partnership, corporation,
27 association, or other legal entity not named as a Party to this
28 action.

1 2.10 Outside Counsel of Record: attorneys who are not employees
2 of a party to this Action but are retained to represent or advise a
3 party to this Action and have appeared in this Action on behalf of
4 that party or are affiliated with a law firm which has appeared on
5 behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its
7 officers, directors, employees, consultants, retained experts, and
8 Outside Counsel of Record (and their support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces
10 Disclosure or Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide
12 litigation support services (e.g., photocopying, videotaping,
13 translating, preparing exhibits or demonstrations, and organizing,
14 storing, or retrieving data in any form or medium) and their employees
15 and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material
17 that is designated as "CONFIDENTIAL."

18 2.15 Receiving Party: a Party that receives Disclosure or
19 Discovery Material from a Producing Party.

20
21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not
23 only Protected Material (as defined above), but also (1) any
24 information copied or extracted from Protected Material; (2) all
25 copies, excerpts, summaries, or compilations of Protected Material;
26 and (3) any testimony, conversations, or presentations by Parties or
27 their Counsel that might reveal Protected Material.

28 Any use of Protected Material at trial shall be governed by the

1 orders of the trial judge. This Order does not govern the use of
2 Protected Material at trial.

3
4 4. DURATION

5 Even after final disposition of this litigation, the
6 confidentiality obligations imposed by this Order shall remain in
7 effect until a Designating Party agrees otherwise in writing or a
8 court order otherwise directs. Final disposition shall be deemed to
9 be the later of (1) dismissal of all claims and defenses in this
10 Action, with or without prejudice; and (2) final judgment herein after
11 the completion and exhaustion of all appeals, rehearings, remands,
12 trials, or reviews of this Action, including the time limits for
13 filing any motions or applications for extension of time pursuant to
14 applicable law.

15
16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for
18 Protection. Each Party or Non-Party that designates information or
19 items for protection under this Order must take care to limit any such
20 designation to specific material that qualifies under the appropriate
21 standards. The Designating Party must designate for protection only
22 those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material,
24 documents, items, or communications for which protection is not
25 warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited.
27 Designations that are shown to be clearly unjustified or that have
28 been made for an improper purpose (e.g., to unnecessarily encumber the

1 case development process or to impose unnecessary expenses and burdens
2 on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information
4 or items that it designated for protection do not qualify for
5 protection, that Designating Party must promptly notify all other
6 Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise
8 provided in this Order (see, e.g., second paragraph of Section 5.2(a)
9 below), or as otherwise stipulated or ordered, Disclosure or Discovery
10 Material that qualifies for protection under this Order must be
11 clearly so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or
14 electronic documents, but excluding transcripts of depositions or
15 other pretrial or trial proceedings), that the Producing Party affix
16 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
17 legend"), to each page that contains protected material. If only a
18 portion or portions of the material on a page qualifies for
19 protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the
21 margins).

22 A Party or Non-Party that makes original documents available for
23 inspection need not designate them for protection until after the
24 inspecting Party has indicated which documents it would like copied
25 and produced. During the inspection and before the designation, all
26 of the material made available for inspection shall be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must

1 determine which documents, or portions thereof, qualify for protection
2 under this Order. Then, before producing the specified documents, the
3 Producing Party must affix the "CONFIDENTIAL legend" to each page that
4 contains Protected Material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party also
6 must clearly identify the protected portion(s) (e.g., by making
7 appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating
9 Party identify the Disclosure or Discovery material on the record,
10 before the close of the deposition.

11 (c) for information produced in some form other than documentary
12 and for any other tangible items, that the Producing Party affix in a
13 prominent place on the exterior of the container or containers in
14 which the information is stored the legend "CONFIDENTIAL." If only a
15 portion or portions of the information warrants protection, the
16 Producing Party, to the extent practicable, shall identify the
17 protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an
19 inadvertent failure to designate qualified information or items does
20 not, standing alone, waive the Designating Party's right to secure
21 protection under this Order for such material. Upon timely correction
22 of a designation, the Receiving Party must make reasonable efforts to
23 assure that the material is treated in accordance with the provisions
24 of this Order.

25
26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge
28 a designation of confidentiality at any time that is consistent with

1 the Court's Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the
3 dispute resolution process under Local Rule 37-1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding
5 shall be on the Designating Party. Frivolous challenges, and those
6 made for an improper purpose (e.g., to harass or impose unnecessary
7 expenses and burdens on other parties) may expose the Challenging
8 Party to sanctions. Unless the Designating Party has waived or
9 withdrawn the confidentiality designation, all parties shall continue
10 to afford the material in question the level of protection to which it
11 is entitled under the Producing Party's designation until the Court
12 rules on the challenge.

13
14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected
16 Material that is disclosed or produced by another Party or by a
17 Non-Party in connection with this Action only for prosecuting,
18 defending, or attempting to settle this Action. Such Protected
19 Material may be disclosed only to the categories of persons and under
20 the conditions described in this Order. When the Action has been
21 terminated, a Receiving Party must comply with the provisions of
22 Section 13 below (FINAL DISPOSITION).

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

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the
28 Designating Party, a Receiving Party may disclose any information or

1 item designated "CONFIDENTIAL" only to:

2 (a) the Receiving Party's Outside Counsel of Record in this
3 Action, as well as employees of said Outside Counsel of Record to whom
4 it is reasonably necessary to disclose the information for this
5 Action;

6 (b) the officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably
8 necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and who have
11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for
16 this Action and who have signed the "Acknowledgment and Agreement to
17 Be Bound" (Exhibit A);

18 (g) the author or recipient of a document containing the
19 information or a custodian or other person who otherwise possessed or
20 knew the information;

21 (h) during their depositions, witnesses, and attorneys for
22 witnesses, in the Action to whom disclosure is reasonably necessary
23 provided: (1) the deposing party requests that the witness sign the
24 form attached as Exhibit 1 hereto; and (2) they will not be permitted
25 to keep any confidential information unless they sign "Acknowledgment
26 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
27 Designating Party or ordered by the court. Pages of transcribed
28 deposition testimony or exhibits to depositions that reveal Protected

1 Material may be separately bound by the court reporter and may not be
2 disclosed to anyone except as permitted under this Stipulated
3 Protective Order; and

4 (i) any mediator or settlement officer, and their supporting
5 personnel, mutually agreed upon by any of the parties engaged in
6 settlement discussions.

7
8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
9 LITIGATION

10 If a Party is served with a subpoena or a court order issued in
11 other litigation that compels disclosure of any information designated
12 in this Action as "CONFIDENTIAL," that Party must:

13 (a) promptly notify in writing the Designating Party. Such
14 notification shall include a copy of the subpoena or court order,
15 unless prohibited by law;

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

21 (c) cooperate with respect to all reasonable procedures sought
22 to be pursued by the Designating Party whose Protected Material may be
23 affected.

24 If the Designating Party timely seeks a protective order, the
25 Party served with the subpoena or court order shall not produce any
26 information designated in this action as "CONFIDENTIAL" before a
27 determination by the court from which the subpoena or order issued,
28 unless the Party has obtained the Designating Party's permission. The

1 Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material and nothing in
3 these provisions should be construed as authorizing or encouraging a
4 Receiving Party in this Action to disobey a lawful directive from
5 another court.

6
7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
8 LITIGATION

9 (a) The terms of this Order are applicable to information
10 produced by a Non-Party in this Action and designated as
11 "CONFIDENTIAL." Such information produced by Non-Parties in connection
12 with this litigation is protected by the remedies and relief provided
13 by this Order. Nothing in these provisions should be construed as
14 prohibiting a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery
16 request, to produce a Non-Party's confidential information in its
17 possession, and the Party is subject to an agreement with the
18 Non-Party not to produce the Non-Party's confidential information,
19 then the Party shall:

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

23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s),
25 and a reasonably specific description of the information requested;
26 and

27 (3) make the information requested available for inspection by
28 the Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this
2 court within 14 days of receiving the notice and accompanying
3 information, the Receiving Party may produce the Non-Party's
4 confidential information responsive to the discovery request. If the
5 Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is
7 subject to the confidentiality agreement with the Non-Party before a
8 determination by the court. Absent a court order to the contrary, the
9 Non-Party shall bear the burden and expense of seeking protection in
10 this court of its Protected Material.

11
12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise,
14 it has disclosed Protected Material to any person or in any
15 circumstance not authorized under this Stipulated Protective Order,
16 the Receiving Party must immediately (a) notify in writing the
17 Designating Party of the unauthorized disclosures, (b) use its best
18 efforts to retrieve all unauthorized copies of the Protected Material,
19 (c) inform the person or persons to whom unauthorized disclosures were
20 made of all the terms of this Order, and (d) request such person or
21 persons to execute the "Acknowledgment and Agreement to Be Bound" that
22 is attached hereto as Exhibit A.

23
24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
25 MATERIAL

26 When a Producing Party gives notice to Receiving Parties that
27 certain inadvertently produced material is subject to a claim of
28 privilege or other protection, the obligations of the Receiving

1 Parties are those set forth in Federal Rule of Civil Procedure
2 26(b)(5)(B). This provision is not intended to modify whatever
3 procedure may be established in an e-discovery order that provides for
4 production without prior privilege review. Pursuant to Federal Rule
5 of Evidence 502(d) and (e), insofar as the parties reach an agreement
6 on the effect of disclosure of a communication or information covered
7 by the attorney-client privilege or work product protection, the
8 parties may incorporate their agreement in the stipulated protective
9 order submitted to the court.

10
11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the
13 right of any person to seek its modification by the Court in the
14 future.

15 12.2 Right to Assert Other Objections. By stipulating to the
16 entry of this Protective Order no Party waives any right it otherwise
17 would have to object to disclosing or producing any information or
18 item on any ground not addressed in this Stipulated Protective Order.
19 Similarly, no Party waives any right to object on any ground to use in
20 evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under
22 seal any Protected Material must comply with Civil Local Rule 79-5.
23 Protected Material may only be filed under seal pursuant to a court
24 order authorizing the sealing of the specific Protected Material at
25 issue. If a Party's request to file Protected Material under seal is
26 denied by the court, then the Receiving Party may file the information
27 in the public record unless otherwise instructed by the court.

28

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in
3 paragraph 4, within 60 days of a written request by the Designating
4 Party, each Receiving Party must return all Protected Material to the
5 Producing Party or destroy such material. As used in this
6 subdivision, "all Protected Material" includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing
8 any of the Protected Material. Whether the Protected Material is
9 returned or destroyed, the Receiving Party must submit a written
10 certification to the Producing Party (and, if not the same person or
11 entity, to the Designating Party) by the 60 day deadline that
12 (1) identifies (by category, where appropriate) all the Protected
13 Material that was returned or destroyed and (2) affirms that the
14 Receiving Party has not retained any copies, abstracts, compilations,
15 summaries or any other format reproducing or capturing any of the
16 Protected Material. Notwithstanding this provision, Counsel are
17 entitled to retain an archival copy of all pleadings, motion papers,
18 trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports,
20 attorney work product, and consultant and expert work product, even if
21 such materials contain Protected Material. Any such archival copies
22 that contain or constitute Protected Material remain subject to this
23 Protective Order as set forth in Section 4 (DURATION).

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1 14. VIOLATIONS OF THIS ORDER

2 Any violation of this Order may be punished by any and all
3 appropriate measures including, without limitation, contempt
4 proceedings and/or monetary sanctions.

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7 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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9 DATED: September 15, 2016
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12 PATRICK J. WALSH
13 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on [date] in the
case of _____ [insert formal name of the case and the number and
initials assigned to it by the court]. I agree to comply with and to
be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose
of enforcing the terms of this Stipulated Protective Order, even if
such enforcement proceedings occur after termination of this action.
I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this

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1 Stipulated Protective Order.

2 Date: _____

3 City and State where sworn and signed: _____

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5 Printed name: _____

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7 Signature: _____

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