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NOTE: CHANGES MADE BY THE COURT

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DAVID A. HUNT,  
Plaintiff,

v.

KIEWIT INFRASTRUCTURE WEST  
CO. and KIEWIT PACIFIC  
COMPANY,  
Defendants.

- and -

KIEWIT INFRASTRUCTURE WEST  
CO.,  
Plaintiff,

v.

DAVID A. HUNT,  
Defendant.

Case No. CV 15-4649-GW (JPRx)

Hon. George H. Wu

**PROTECTIVE ORDER ON JOINT  
STIPULATION REGARDING  
PRODUCTION OF CONFIDENTIAL  
INFORMATION**

[PROPOSED] PROTECTIVE ORDER ON JOINT STIPULATION REGARDING PRODUCTION  
OF CONFIDENTIAL INFORMATION  
CASE NO. CV 15-4649-GW (JPRX)

1 TO THE INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Based on the Stipulation For Protective Order Regarding Production of  
3 Confidential Information [Docket # 26], and for good cause shown,

4 IT IS HEREBY ORDERED:

5 Certain documents and other information disclosed in the above-referenced case  
6 shall be protected as follows:

7 1. The parties acknowledge that discovery in this lawsuit may require the  
8 disclosure of documents and other materials that are trade secret, commercially  
9 sensitive, proprietary, private and/or otherwise confidential in nature.

10 2. The parties agree that any party or non-party subject to discovery in  
11 this action may designate documents; deposition testimony, transcripts, and  
12 exhibits; responses to interrogatories; responses to requests for admission; and  
13 other written, recorded, or graphic information and materials produced by a party  
14 or non-party in the course of this action as “Confidential” (hereafter referred to as  
15 “Confidential Information”). “Confidential Information” is information that has  
16 not been made public and that refers to, describes, or consists of the disclosure of  
17 confidential, proprietary, or otherwise non-public business, technical, or financial  
18 information, employee personnel and earnings information, or information  
19 protected by third-party privacy rights. Confidential Information includes not  
20 only the information contained in documents and other materials designated as  
21 such pursuant to this Order, but also to any summaries, copies, abstracts,  
22 compilations, or other documents or material derived from Confidential  
23 Information. The parties acknowledge that the only information to be designated  
24 as Confidential Information is that which is properly subject to protection. The  
25 parties will not designate as “Confidential” any discovery material without first  
26 making a good faith determination that such protection is warranted.

1            3. The party or third party asserting the “Confidential” designation as to  
2 any discovery material shall have the burden of justifying that designation  
3 consistent with applicable law. Until the Court rules otherwise, the challenged  
4 discovery material shall be treated as Confidential.

5            4. In the case of documents and other materials produced by a party, the  
6 “Confidential” designation shall be made at the time of production. A producing  
7 party may designate as “Confidential,” in whole or in part, any documents or other  
8 materials by so advising all other parties and by marking any copies of the  
9 documents or other materials, in a manner not affecting legibility, with the word  
10 “Confidential” next to the confidential portions. Any party may obtain  
11 confidential treatment for documents or other materials previously produced by  
12 any party or non-party without such designation if the party seeking the  
13 designation sends written notice of such designation to all other parties or non-  
14 parties in the possession of such documents or other materials, and within thirty  
15 (30) days of their production marks the subject documents or other materials with  
16 the word “Confidential” and reproduces them. All documents and other materials  
17 produced by a non-party and not designated as “Confidential” by a party at the  
18 time of their production shall nonetheless be treated as Confidential Information  
19 for thirty (30) days following such production.

20           5. With respect to testimony elicited during depositions, whenever  
21 counsel for a party deems that any question or line of questioning calls for the  
22 disclosure of information that should be treated as Confidential Information,  
23 counsel may: (i) designate on the record prior to such disclosure that such  
24 information is being designated as “Confidential” or (ii) give written notice to all  
25 other counsel that such information is being designated as “Confidential” within  
26 twenty-one (21) days after receipt of the deposition transcript.

1           6. Confidential Information will be held by the receiving party exclusively  
2 for use in connection with the above-captioned action and any appeals. A party  
3 shall not disseminate any Confidential Information produced by the other party or  
4 by a non-party except as necessary for use in this litigation, and subject to the  
5 further restrictions set forth in paragraph 7, below. The parties shall take  
6 reasonable and prudent measures to safeguard the confidentiality of all  
7 Confidential Information.

8           7. Confidential Information shall not be used or disclosed directly or  
9 indirectly by the party receiving such Confidential Information to persons other  
10 than:

11           (a) The Court, persons employed by the Court, the stenographer  
12 transcribing the testimony or argument at a hearing, trial, or deposition in this  
13 action, and any special master or mediator appointed by the court or agreed-to by  
14 the parties;

15           (b) Counsel of record for any party to this action, as well as regular  
16 employees of such counsel, and outside copy services, used to assist in the  
17 defense or prosecution of this litigation;

18           (c) Experts and consultants retained by any party or counsel of record for  
19 any party to assist in the defense or prosecution of this litigation;

20           (d) Any individual party;

21           (e) Any employee, former employee, agent or independent contractor of  
22 any party who is requested by counsel to assist in the defense or prosecution of  
23 this litigation, provided, however, that disclosure of the Confidential Information  
24 to said individual is made only to the extent necessary for the employee, former  
25 employee, agent or independent contractor to perform such assistance, and the  
26 Confidential Information disclosed to such an individual shall only consist of the  
27 type of document or information that the employee, former employee, or  
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1 independent contractor would have had access to in the normal course and scope  
2 of his/her employment or engagement with the party; and

3 (f) Any person agreed upon by the parties to serve as a mediator.

4 8. Any party that seeks to make disclosure of Confidential Information  
5 permitted under this Order to a person listed in subparagraphs 7(c), (e) or (f)  
6 above shall, prior to such disclosure, advise the recipient of such information of  
7 the contents of this Order and require each such person to whom such disclosure  
8 is made to execute an undertaking in the form attached hereto as Exhibit A. All  
9 such undertakings shall be retained by counsel for the party who discloses  
10 Confidential Information in this way.

11 9. Any party may object to the designation of particular documents or  
12 other materials as “Confidential” by giving written notice to the party making the  
13 designation and to all other parties within fourteen (14) days of such designation.  
14 Such notice shall identify with reasonable specificity the documents or other  
15 materials to which the objection is directed and the basis for the objection. The  
16 parties shall attempt to resolve any such dispute by meeting and conferring. In the  
17 event the dispute cannot be resolved within fourteen (14) days of the giving of such  
18 written notice, it shall be the obligation of the party designating the documents as  
19 “Confidential” to file an appropriate motion under Local Rule 37 requesting a  
20 ruling by the Court that the disputed documents or other materials be designated  
21 “Confidential.” The disputed documents or other materials shall be treated as  
22 “Confidential” pending a ruling from the Court.

23 10. Nothing in this stipulation shall be construed to affect in any way the  
24 admissibility of any document, testimony, or other evidence at trial.

25 11. The parties acknowledge that this Stipulated Protective Order creates  
26 no entitlement to file confidential information under seal; Central District Local  
27 Rule 79-5 sets forth the procedures that must be followed and reflects the  
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1 standards that will be applied when a party seeks permission from the Court to file  
2 material under seal.

3 12. Any party may consent to have any documents or other materials it  
4 previously designated as “Confidential” removed from the scope of this Order by  
5 so notifying counsel for the other parties in writing or by so stating on the record  
6 at any hearing or deposition. Nothing contained in this Order shall prevent any  
7 party from disclosing its own Confidential Information as it deems appropriate.

8 13. The provisions of this Order shall not terminate at the conclusion of  
9 this action. Within 120 days of final conclusion of all aspects of this litigation,  
10 including any and all appeals, documents and other materials stamped or  
11 otherwise identified as “Confidential” and all copies of same (other than exhibits of  
12 record) shall be returned to the party that produced such documents or, at the  
13 option of the producing party, destroyed. All counsel of record shall execute a  
14 certification of compliance with this provision and shall deliver the same to  
15 counsel for the party that produced the documents not more than 120 days after  
16 final termination of this litigation.

17 14. The inadvertent production or disclosure of any privileged or  
18 otherwise protected information by any party shall not constitute, or be  
19 considered as a factor suggesting, a waiver or impairment of any claims of privilege  
20 or protection, including but not limited to, the attorney-client privilege and the  
21 protection afforded to work product materials.

22 15. If any privileged or otherwise protected information is inadvertently  
23 produced, the producing party must provide written notice to any other parties  
24 that such information, or discovery material containing such information, has  
25 been inadvertently produced or disclosed. Within three (3) business days of the  
26 receipt of such notice, each other party shall return to the producing party all such  
27 discovery material and copies identified in the notice in its possession, and shall  
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1 make reasonable efforts to reclaim and return any such discovery material and  
2 information. The party that has inadvertently produced or disclosed such  
3 information shall, within ten (10) business days after such material is returned to  
4 it, provide a privilege log identifying the discovery material and the copies  
5 returned to the producing party such that the non-producing party is able to  
6 challenge the producing party's claim that the discovery materials are privileged or  
7 otherwise protected.

8 16. This Stipulation and Order is subject to revocation and modification  
9 by order of the Court, upon written stipulation of the parties approved by the  
10 Court, or upon motion and reasonable notice.

11  
12 IT IS SO ORDERED.

13  
14 Dated: October 20, 2015



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15 Honorable Jean P. Rosenbluth  
16 United States Magistrate Judge

**EXHIBIT A**  
**CONSENT TO BE BOUND**

I, \_\_\_\_\_, declare:

1. My address is \_\_\_\_\_  
\_\_\_\_\_. My present occupation is \_\_\_\_\_.

2. I have received a copy of the Stipulation and Protective Order Re: Production of Confidential Information (the "Protective Order") in this action entitled *David A. Hunt v. Kiewit Infrastructure West Co., et al.* I have carefully read the provisions of the Protective Order, and I understand those provisions.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence and will not copy or use except for purposes of this action any information designated as "Confidential" that I receive or view in this action.

4. I further irrevocably consent to the jurisdiction of the United States District Court, Central District of California, for the limited purpose of any proceeding to enforce or to secure compliance with the terms of the Protective Order or to punish the breach of any terms of the Protective Order.

I declare under penalty of perjury under the laws of the United States of America and the laws of the State of \_\_\_\_\_ that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature