

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALEXANDER CABRERA, an individual, on behalf of himself, and all others similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiff,

vs.

WALT DISNEY PARKS AND RESORTS U.S., INC. ., a foreign corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 16-cv-02393(MWF)(JPRx)

**PROTECTIVE ORDER RE:
NONDISCLOSURE OF
CONFIDENTIAL DOCUMENTS
AND INFORMATION**

[PROPOSED] PROTECTIVE ORDER RE:
NONDISCLOSURE OF CONFIDENTIAL
DOCUMENTS AND INFORMATION

1 The Court, having read and considered the stipulation of the parties for
2 a protective order regarding nondisclosure of confidential documents and
3 information (the “Stipulation”), and good cause appearing therefor, IT IS HEREBY
4 ORDERED:

5
6 1. This Order shall govern any designated record of information
7 produced in this action, including all designated deposition testimony, all
8 designated testimony taken at a hearing or other proceeding, interrogatory answers,
9 documents (including, without limitation, computer and electronic files), and other
10 discovery materials (whether produced informally or in response to interrogatories,
11 requests for admissions, requests for production of documents, or other formal
12 method of discovery).

13
14 2. Each party shall have the right to designate as confidential and
15 subject to this Order any information, document, or portion of any documents
16 produced by it in this litigation which contains private personnel information, trade
17 secrets, or other confidential technical, business, or financial information. This
18 designation shall be made by stamping each page of the document containing
19 confidential information with the legend CONFIDENTIAL prior to its production
20 or, if inadvertently produced without the legend, by furnishing written notice to the
21 receiving party that the information or document shall be designated as
22 CONFIDENTIAL under the Order. With respect to all materials provided by one
23 party for inspection by another party’s counsel, designation by stamping or labeling
24 as CONFIDENTIAL need not be made until copies of the materials are requested
25 after inspection and selection by counsel. Making documents and things available
26 for inspection shall not constitute a waiver of any claim of confidentiality.

27
28

1 3. Each party and all persons bound by the terms of this Order
2 shall use any information or document designated as CONFIDENTIAL only for the
3 purpose of prosecution or defense of this action. No such party or other person
4 shall use any information designated as CONFIDENTIAL for any purpose other
5 than the prosecution or defense of this action. The attorneys of record for the
6 parties shall exercise reasonable care to insure that the information and documents
7 governed by this Order are (i) used only for the purposes specified herein, and (ii)
8 disclosed only to persons to whom disclosure of such information and documents is
9 authorized by this Order.

10
11 4. Except as otherwise provided by further written stipulation of
12 the parties or by order of the Court, documents or information designated
13 CONFIDENTIAL may be disclosed only to counsel of record and their secretarial
14 and legal assistants and, on a need-to-know basis only and subject to Paragraph 5 of
15 this Order, to the parties, to employees of the parties, to the Court and its personnel,
16 and to consultants and experts retained by the parties for purposes of this litigation
17 (including, without limitation, persons engaged in the scanning, copying, and/or
18 coding of such information or documents).

19
20 5. In no event shall any information or documents designated as
21 CONFIDENTIAL be disclosed to any person other than the Court and its personnel
22 and the parties' counsel and their administrative and legal assistants pursuant to
23 Paragraph 4 of this Order until such person has executed a written confidentiality
24 agreement acknowledging and agreeing to be bound by the terms of this Order in
25 the form set forth in Exhibit A to the Stipulation.

26
27
28

1 6. Documents and information designated CONFIDENTIAL shall
2 include (a) all copies, extracts, and complete or partial summaries prepared from
3 such documents or information; (b) portions of deposition transcripts and exhibits
4 that contain or reflect the content of any such documents, copies, extracts, or
5 summaries; (c) portions of briefs, memoranda, or any other writing filed with the
6 Court and exhibits that contain or reflect the content of any such documents, copies,
7 extracts, or summaries, if the Court so allows under Local Rule 79-5; (d) deposition
8 testimony designated in accordance with Paragraph 7 below; and (e) testimony
9 taken at a discovery-related hearing or other proceeding that is designated in
10 accordance with Paragraph 8 below.

11
12 7. Deposition transcripts, or portions thereof, may be designated as
13 subject to this Order either (1) before or immediately after the testimony is
14 recorded, in which case the transcript of the designated testimony shall be bound in
15 a separate volume conspicuously labeled CONFIDENTIAL by the reporter, as
16 appropriate, or (2) by written notice to the reporter and all counsel of record given
17 within ten (10) days after the transcript is received by the witness or his counsel or
18 by any party or its counsel, in which case all counsel receiving such notice shall be
19 responsible for marking the copies of the designated transcript in their possession or
20 under their control as directed by the designating party.

21
22 8. With respect to testimony elicited during discovery-related
23 hearings and other court proceedings, whenever counsel for any party deems that
24 any question or line of questioning calls for the disclosure of information that
25 should be kept CONFIDENTIAL, counsel may designate on the record prior to
26 such disclosure that the disclosure is CONFIDENTIAL. The use of previously
27
28

1 designated confidential material in Trial and other pretrial proceedings shall be
2 governed by any order the presiding judge deems appropriate.

3
4 9. Notwithstanding any other provisions of this Order, nothing
5 shall prohibit counsel for a party from disclosing a document, whether designated
6 as CONFIDENTIAL, to any employee, officer, or director of the party who
7 produced the document or information so designated.

8
9 10. Any information or documents designated as CONFIDENTIAL,
10 if submitted to the Court, shall be filed under seal in compliance with Local Rule
11 79-5 and shall be made available only to the Court and to persons authorized by the
12 terms of this Order unless the Court orders otherwise. The party filing any pleading
13 or paper which reflects, contains, or includes any information or document subject
14 to this Order shall fully comply with Local Rule 79-5.

15
16 11. Any party may mark any documents or information designated
17 as CONFIDENTIAL as an exhibit to a deposition, discovery hearing, or other
18 related proceeding and examine any witness thereon, provided (i) the witness
19 previously has executed a written confidentiality agreement in the form of Exhibit
20 A to the Stipulation, (ii) the exhibit and related transcript pages receive the same
21 type of confidentiality designation as the original document, (iii) there is reason to
22 believe this witness has knowledge or information to which such designated
23 material is relevant, and (iv) the witness is entitled to see the document pursuant to
24 the terms of this Order.

1 12. Any party may designate as CONFIDENTIAL any documents
2 or information produced by any third party to this action within thirty (30) days of
3 production of such documents or information.

4
5 13. Any party shall have the right to challenge any designation of
6 discovery material as CONFIDENTIAL by seeking an order of the Court in full
7 compliance with Local Rule 37 with respect to any information, documents, and
8 other things designated as CONFIDENTIAL. If any discovery materials are
9 designated CONFIDENTIAL by a producing party but are not believed by the
10 receiving party to contain confidential information, the receiving party shall so
11 notify the producing party and request a written release of the confidential
12 information from the scope of this Order. If such written release is not forthcoming
13 in ten (10) business days thereafter, the receiving party may apply to the Court for
14 an order requiring the release of the confidential information from the scope of this
15 Order. Prior to making such an application, the receiving party shall contact the
16 producing party, and the parties shall confer in good faith in an effort to resolve the
17 dispute. To maintain confidential status in the event of such an application, the
18 proponent of confidentiality must show by a preponderance of the evidence that
19 there is good cause for the discovery material to have such protection. The
20 confidential discovery material shall continue to be treated as CONFIDENTIAL
21 under this Order unless and until the Court rules otherwise.

22
23 14. In the event that any documents or information designated as
24 CONFIDENTIAL is the subject of any subpoena or other order or proceeding not
25 subject to this Order, the person or entity receiving the subpoenas or other order or
26 proceeding shall promptly notify the designating party, at the addresses set forth
27 below, of the subpoena, order, or other proceeding to enable the other party to
28

1 intervene or move to prevent disclosure of or otherwise protect its confidential
2 information or documents. Such notice shall be given to counsel promptly both by
3 telephone and in written form. The address for such notice shall be the following:

4
5 Blake R. Bertagna, Esq.
Paul Hastings LLP
695 Town Center Drive, Seventeenth Floor
6 Costa Mesa, CA 92626
Telephone: (714) 668-6208
7 Facsimile: (714) 979-1921

8
9 Janine R. Menhennet, Esq.
Cohelan Khoury & Singer
605 "C" Street, Suite 200
10 San Diego, CA 92101
Telephone: (888) 808-8358
11 Facsimile: (619) 595-3000

12
13 Omid Nosrati, Esq.
The Law Office of Omid Nosrati
1875 Century Park East, Suite 600
14 Los Angeles, CA 90067
Telephone: (310) 553-5630
15 Facsimile: (310)553-5691

16
17 15. Upon termination of this action, including all appellate
18 proceedings, unless otherwise agreed to in writing by an attorney of record for the
19 designating party, each party shall assemble and return all material designated as
20 CONFIDENTIAL, including all copies, extracts, and summaries thereof, to the
21 party from whom the designated material was obtained, except that any materials
22 that contain or constitute attorney's work product may be destroyed rather than
23 returned. Proof of such destruction, in the form of a declaration under oath by a
24 person with personal knowledge of the destruction, will be supplied by each party
25 to all counsel of record. The designating party will arrange for the pick-up of such
26 materials or reimburse the returning party for the reasonable expenses incurred in
27 sending or delivering of the materials.
28

1 16. No part of the restrictions imposed by this Order may be
2 terminated, except by the further written stipulation executed by counsel of record
3 for each designating party, or by an order of the Court for good cause shown. The
4 termination of this action shall not terminate the obligations under this Order.

5
6 17. Nothing in this Order shall prevent the parties from seeking an
7 order of the Court determining that some or all of the material designated
8 CONFIDENTIAL is not and does not contain confidential information, and
9 therefore, is not subject to the provisions of this Order. In addition, this Order shall
10 not be deemed a waiver of:

11
12 (a) Any party's right to object to any discovery requests on any
13 grounds;

14
15 (b) Any party's right to seek an order compelling discovery with
16 respect to any discovery request;

17
18 (c) Any party's right to object to the admission of any evidence on
19 any grounds in any proceeding herein; or

20
21 (d) Any party's right to use its own documents with complete
22 discretion.

23
24 Dated: January 20, 2017

25


26 Hon. Jean P. Rosenbluth
27 United States Magistrate Judge