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

**BRUCE WHITE,**  
  
Plaintiff,  
  
v.  
  
**OFFICER FETCH, ET AL.,**  
  
Defendants.

Case No. 2:16-cv-05493-GW (ASx)

**STIPULATED PROTECTIVE  
ORDER**

Judge: The Hon. George Wu  
Courtroom: 10

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential 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 or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential

1 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
2 followed and the standards that will be applied when a party seeks permission from  
3 the court to file material under seal.

4 B. GOOD CAUSE STATEMENT

5 The State of California, acting by and through the California Highway Patrol  
6 (State) may be producing documents concerning its confidential internal policies,  
7 which documents are generally unavailable to the public. The disclosure of this  
8 information may jeopardize the security of the State's operations, and jeopardize  
9 the safety of peace officers. The State may also be producing documents that  
10 contain personal and confidential information regarding individuals which  
11 information is generally unavailable to the public. The disclosure of this  
12 information to the public may violate those individuals' privacy rights. The State  
13 may also be producing video (MVARs and COBAN), audio and still photo images  
14 related to the traffic stop of plaintiff which is generally unavailable to the public. In  
15 addition, the State may be producing investigation reports which are generally  
16 unavailable to the public, the disclosure of which could violate individuals' privacy  
17 rights and jeopardize the safety of officers. Accordingly, to expedite the flow of  
18 information, to facilitate the prompt resolution of disputes over confidentiality of  
19 discovery materials, to adequately protect information the parties are entitled to  
20 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
21 of such material in preparation for and in the conduct of trial, to address their  
22 handling at the end of the litigation, and serve the ends of justice, a protective order  
23 for such information is justified in this matter. It is the intent of the parties that  
24 information will not be designated as confidential for tactical reasons and that  
25 nothing be so designated without a good faith belief that it has been maintained in a  
26 confidential, non-public manner, and there is good cause why it should not be part  
27 of the public record of this case.

28

1 2. DEFINITIONS

2 2.1 Action: *Bruce White v. State of California, et al.*, United States District  
3 Court for the Central District of California, Case Number 2:16-cv-05493-GW  
4 (ASx)

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
6 of information or items under this Order.

7 2.3 "CONFIDENTIAL" Information or Items: information or tangible things  
8 produced by any party to this action that qualify for protection under Federal Rule  
9 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

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

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

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

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

22 2.8 House Counsel: attorneys who are employees of a party to this Action.  
23 House Counsel does not include Outside Counsel of Record or any other outside  
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, consultants and Outside Counsel of  
5 Record (and their support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as "CONFIDENTIAL."

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

### 16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that reveals Protected Material. Any use of  
22 Protected Material at trial shall be governed by the orders of the trial judge. This  
23 Order does not govern the use of Protected Material at trial.

### 24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

## 5 5. DESIGNATING PROTECTED MATERIAL

### 6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection  
8 under this Order must take care to limit any such designation to specific material  
9 that qualifies under the appropriate standards. The Designating Party must  
10 designate for protection only those parts of material, documents, items, or oral or  
11 written communications that qualify so that other portions of the material,  
12 documents items, or communications for which protection is not warranted are not  
13 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
14 routinized designations are prohibited. Designations that are shown to be clearly  
15 unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
16 encumber the case development process or to impose unnecessary expenses and  
17 burdens on other parties) may expose the Designating Party to sanctions.

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
22 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents,  
28 but excluding transcripts of depositions or other pretrial or trial proceedings), that

1 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"  
2 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected  
3 material. If only a portion or portions of the material on a page qualifies for  
4 protection, the Producing Party also must clearly identify the protected portion(s)  
5 (e.g., by making appropriate markings in the margins).

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

18 (b) for testimony given in depositions, that the Designating Party identify the  
19 Disclosure or Discovery Material on the record, before the close of the deposition.

20 (c) for information produced in some form other than documentary and for  
21 any tangible items, that the Producing Party affix in a prominent place on the  
22 exterior of the container or containers in which the information is stored the legend  
23 "CONFIDENTIAL." If only a portion or portions of the information warrants  
24 protection, the Producing Party, to the extent practicable, shall identify the  
25 protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party's right to secure protection under this Order for such

1 material.

2 Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

## 5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37.1 et seq.

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

## 19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under the  
24 conditions described in this Order. When there has been a final disposition of this  
25 Action as defined in paragraph 4, a Receiving Party must comply with the  
26 provisions of section 13 below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
3 otherwise ordered by the court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated  
5 "CONFIDENTIAL" only to:

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

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

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

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

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

21 (h) a witness, his or her attorneys, and other attorneys present during the  
22 witness' deposition provided the deposing party requests that the witness sign the  
23 form attached as Exhibit A hereto. Witnesses and their attorneys will not be  
24 permitted to keep any confidential information unless they sign the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
26 agreed by the Designating Party or ordered by the court. Pages of transcribed  
27 deposition testimony or exhibits to depositions that reveal Protected Material may  
28 be separately bound by the court reporter and may not be disclosed to anyone



1 except as permitted under this Stipulated Protective Order; and

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

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
5 OTHER LITIGATION

6 If a Receiving Party is served with a subpoena or a court order issued in other  
7 litigation that compels disclosure of any information or items designated in this  
8 Action as "CONFIDENTIAL," that Receiving Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall  
10 include a copy of the subpoena or court order;

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

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

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

25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
26 IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a Non-  
28 Party in this Action and designated as "CONFIDENTIAL." Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall: (1) promptly notify in writing the  
8 Requesting Party and the Non-Party that some or all of the information requested is  
9 subject to a confidentiality agreement with a Non-Party; (2) promptly provide the  
10 Non-Party with a copy of the Stipulated Protective Order in this Action, the  
11 relevant discovery request(s), and a reasonably specific description of the  
12 information requested; and (3) make the information requested available for  
13 inspection by the Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

## 22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best  
27 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
28 person or persons to whom unauthorized disclosures were made of all the terms of

1 this Order, and (d) request such person or persons to execute the “Acknowledgment  
2 and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review.

11 12. MISCELLANEOUS

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

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 12.3 Filing Protected Material. A Party must seek to file under seal any  
21 Protected Material in compliance with Civil Local Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. If a Party's request to file Protected Material  
24 under seal is denied by the court, then the Receiving Party may file the information  
25 in the public record unless otherwise instructed by the court.

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1 13. FINAL DISPOSITION

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

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address],

5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ [date] in the case of *Bruce*  
8 *White, v. State of California, et al.*, United States District Court for the Central  
9 District of California Case Number 2:16-cv-05493-GW (ASx). I agree to comply  
10 with and to be bound by all the terms of this Stipulated Protective Order and I  
11 understand and acknowledge that failure to so comply could expose me to sanctions  
12 and punishment in the nature of contempt. I solemnly promise that I will not  
13 disclose in any manner any information or item that is subject to this Stipulated  
14 Protective Order to any person or entity except in strict compliance with the  
15 provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court  
17 for the Central District of California for the purpose of enforcing the terms of this  
18 Stipulated Protective Order, even if such enforcement proceedings occur after  
19 termination of this action. I hereby appoint \_\_\_\_\_ [print  
20 or type full name] of \_\_\_\_\_ [print or type  
21 full address and telephone number] as my California agent for service of process in  
22 connection with this action or any proceedings related to enforcement of this  
23 Stipulated Protective Order.

24 Date: \_\_\_\_\_

\_\_\_\_\_ [signature]

26 \_\_\_\_\_  
27 [City and State where sworn]