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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 MARK SANGSTER,

11 Plaintiff,

12 vs.

13 SUFFOLK CONSTRUCTION  
14 COMPANY, INC., *et al*,

15 Defendants.

Case No. 2:17-CV-00240-SVW-SS

**STIPULATED PROTECTIVE  
ORDER**

16 1. A. PURPOSES AND LIMITATIONS

17 Discovery in this action is likely to involve production of confidential, proprietary,  
18 or private information for which special protection from public disclosure and from  
19 use for any purpose other than prosecuting this litigation may be warranted.

20 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
21 following Stipulated Protective Order. The parties acknowledge that this Order does  
22 not confer blanket protections on all disclosures or responses to discovery and that  
23 the protection it affords from public disclosure and use extends only to the limited  
24 information or items that are entitled to confidential treatment under the applicable  
25 legal principles. The parties further acknowledge, as set forth in Section 12.3,  
26 below, that this Stipulated Protective Order does not entitle them to file confidential  
27 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
28 followed and the standards that will be applied when a party seeks permission from  
the Court to file material under seal.

1           B.     GOOD CAUSE STATEMENT

2           This personal injury action is likely to involve the production of sensitive  
3 medical records, and tax and other financial records, for which special protection from  
4 public disclosure and from use for any purpose other than prosecution of this action  
5 is warranted. Such confidential and proprietary materials and information is  
6 unavailable to the public, and is likely privileged or otherwise protected from  
7 disclosure under state or federal statutes, court rules, case decisions, or common law.  
8 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
9 of disputes over confidentiality of discovery materials, to adequately protect  
10 information the parties are entitled to keep confidential, to ensure that the parties are  
11 permitted reasonable necessary uses of such material in preparation for and in the  
12 conduct of trial, to address their handling at the end of the litigation, and serve the  
13 ends of justice, a protective order for such information is justified in this matter. It is  
14 the intent of the parties that information will not be designated as confidential for  
15 tactical reasons and that nothing be so designated without a good faith belief that it  
16 has been maintained in a confidential, non-public manner, and there is good cause  
17 why it should not be part of the public record of this case.

18         2.     DEFINITIONS

19           2.1    Action: this pending federal lawsuit.

20           2.2    Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for protection  
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
25 Cause Statement.

26           2.4    Counsel: Counsel of Record and support staff.  
27  
28

1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced or  
7 generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11           2.8 House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14           2.9 Non-Party: any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
17 to this Action but are retained to represent or advise a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm which  
19 has appeared on behalf of that party, and includes support staff.

20           2.11 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25           2.13 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5       3.     SCOPE

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

11       4.     DURATION

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

20       5.     DESIGNATING PROTECTED MATERIAL

21           5.1     Exercise of Restraint and Care in Designating Material for Protection.

22           Each Party or Non-Party that designates information or items for protection under this  
23 Order must take care to limit any such designation to specific material that qualifies  
24 under the appropriate standards. The Designating Party must designate for protection  
25 only those parts of material, documents, items, or oral or written communications that  
26 qualify so that other portions of the material, documents, items, or communications  
27 for which protection is not warranted are not swept unjustifiably within the ambit of  
28 this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating Party  
5 to sanctions.

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

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

14 Designation in conformity with this Order requires:

15 (a) For information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If the documentary information is scanned and  
20 transmitted electronically, a cover letter may explain any designations within the  
21 attachments. If only a portion or portions of the material on a page qualifies for  
22 protection, the Producing Party also must clearly identify the protected portion(s).

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

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

6 (b) For testimony given in depositions that the Designating Party identify  
7 the Disclosure or Discovery Material on the record, before the close of the deposition  
8 all protected testimony.

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

15 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
16 qualified information or items does not, standing alone, waive the Designating Party's  
17 right to secure protection under this Order for such material. Upon correction of a  
18 designation, the Receiving Party must make reasonable efforts to assure that the  
19 material is treated in accordance with the provisions of this Order.

## 20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court's  
23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1, *et seq.*

26 6.3 Frivolous challenges, and those made for an improper purpose (*e.g.*, to  
27 harass or impose unnecessary expenses and burdens on other parties) may expose the  
28 Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of section 13 below.

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

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated  
17 "CONFIDENTIAL" only to:

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

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

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

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have  
2 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

5 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
7 requests that a witness sign the form attached as Exhibit 1 hereto; and (2) they will  
8 not be permitted to keep any confidential information. Pages of transcribed deposition  
9 testimony or exhibits to depositions that reveal Protected Material may be separately  
10 bound by the court reporter and may not be disclosed to anyone except as permitted  
11 under this Stipulated Protective Order; and

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

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
15 OTHER LITIGATION

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

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

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

25 (c) cooperate with respect to all procedures designed to protect the  
26 Protected Material to be pursued by the Designating Party.

27 If a protective order is sought in the other litigation, the Party served with the  
28 subpoena or court order shall not produce any information designated in this action



1 as "CONFIDENTIAL" before a determination by the court from which the subpoena  
2 or order issued, unless the Party has obtained the Designating Party's permission.

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

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

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

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

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

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

22 (c) If the Non-Party fails to seek a protective order from this court within  
23 14 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party's confidential information responsive to the discovery  
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
26 not produce any information in its possession or control that is subject to the  
27 confidentiality agreement with the Non-Party before a determination by the Court.  
28

1 Absent a Court order to the contrary, the Non-Party shall bear the burden and expense  
2 of seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of this Order,  
10 and (d) request such person or persons to execute the "Acknowledgment and  
11 Agreement to Be Bound" that is attached hereto as Exhibit A.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

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

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue. If a Party's request to file Protected Material under seal  
8 is denied by the court, then the Receiving Party may file the information in the public  
9 record unless otherwise instructed by the Court.

10 13. FINAL DISPOSITION

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

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

15. The Parties agree to be bound by the terms of this Stipulated Protective Order from the time of signature, even prior to the Court's review, to facilitate the expeditious exchange of discovery.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED:

\_\_\_\_\_  
Attorneys for Plaintiff

DATED:

*T. Mills*  
\_\_\_\_\_  
Attorneys for Defendant Suffolk Construction Company, Inc.

BY: *Nelze T Mills* [Print Name]

DATED:

\_\_\_\_\_  
Attorneys for Defendant City of West Hollywood

BY: \_\_\_\_\_ [Print Name]

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 4/12/17

\_\_\_\_\_  
/S/ SUZANNE H. SEGAL

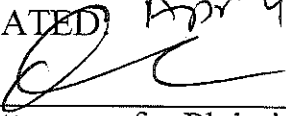
United States District/Magistrate Judge

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2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4 15. The Parties agree to be bound by the terms of this Stipulated Protective Order  
5 from the time of signature, even prior to the Court's review, to facilitate the  
6 expeditious exchange of discovery.

7  
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: Apr 4, 2017

11   
12 \_\_\_\_\_  
Attorneys for Plaintiff

13 DATED:

14  
15 \_\_\_\_\_  
Attorneys for Defendant Suffolk Construction Company, Inc.

16 BY: \_\_\_\_\_ [Print Name]

17 DATED:

18  
19 \_\_\_\_\_  
Attorneys for Defendant City of West Hollywood

20 BY: \_\_\_\_\_ [Print Name]

21  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: 4/12/17

25  
26 \_\_\_\_\_  
/S/ SUZANNE H. SEGAL

27 United States District/Magistrate Judge

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8 UNITED STATES DISTRICT COURT  
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15 Defendants.

Case No. 2:17-CV-00240-SVW-SS

**[PROPOSED] ORDER ON  
STIPULATION FOR PROTECTIVE  
ORDER**

16  
17  
18 Pursuant to L.R. 7.1 and L.R. 52-4.1, plaintiff in the above-captioned action  
19 hereby lodges a separate [proposed] order approving the accompanying stipulation  
20 for a protective order.

21 FOR GOOD CAUSE SHOWN, the accompanying stipulation for protective  
22 order is approved and shall govern document and information exchange in this case.

23 IT IS SO ORDERED.

24  
25 DATED:

26  
27 \_\_\_\_\_  
28 UNITED STATES DISTRICT/MAGISTRATE JUDGE