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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

D.B. and S.B., by and through their  
Guardian Ad Litem, KELLI CLARKE

CASE NO.: 2:17-cv-01651 CAS  
(RAOx)

Plaintiffs,

Honorable Christina A. Snyder

vs.

**STIPULATION AND  
~~PROPOSED~~ PROTECTIVE  
ORDER REGARDING  
DISCLOSURE OF, AND  
PROTECTION FOR,  
CONFIDENTIAL  
INFORMATION<sup>1</sup>**

INGRID BREWER, an individual;  
COUNTY OF LOS ANGELES, a  
Governmental Entity RABIA MIRZA, an  
individual; PATRICIA MC QUEEN, an  
individual; RENEE MARSHALL, an  
individual; EDMUND PAIK, an  
individual; ASPIRANET, an unknown  
business entity; and DOES 1 through 20,  
inclusive,

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

<sup>1</sup> This Stipulated Protective Order is based on the model protective order  
provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 warranted. Accordingly, the parties stipulate to and petition the Court to enter the  
2 following Stipulated Protective Order. The parties acknowledge that this Order does  
3 not confer blanket protections on all disclosures or responses to discovery and that  
4 the protection it affords from public disclosure and use extends only to the limited  
5 information or items that are entitled to confidential treatment under the applicable  
6 legal principles.

7 **B. GOOD CAUSE STATEMENT**

8 Plaintiffs are minor children and dependents of the Superior Court of the State  
9 of California, County of Los Angeles and the subject of Los Angeles County  
10 Superior Court Juvenile Case Nos. CK 69471, CK 98554, BT 51929 and BT 51938  
11 ("Juvenile Court"). Information regarding minor children and information contained  
12 in the case files of dependents of the juvenile court is highly confidential, private and  
13 protected information pursuant to California Welfare & Institutions Code section 827  
14 and other applicable statutes, regulations and law.<sup>2</sup>

15 **C. PARTIES' STIPULATION**

16 The Parties hereby stipulate as follows:

17 1. All documents, records and other information regarding Plaintiffs shall  
18 be deemed to be Confidential Information subject to the terms of this Stipulation and  
19 Protective Order and the Parties shall comply with this Stipulation and Protective  
20 Order in connection with their receipt and use of such Confidential Information.  
21 Additional records and information may also be deemed to be Confidential  
22 Information and subject to all of the terms and conditions of this Stipulation and  
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24 <sup>2</sup> Pursuant to Cal. Welfare and Institutions Code § 827(a)(1), only a specific set  
25 of individuals are allowed to inspect a juvenile dependent's case file. Parties in  
26 private litigation involving said juvenile dependent are not entitled to access or  
27 review the records for purposes of private litigation without an order from the  
28 juvenile court. As such, pursuant to Cal. Welfare and Institutions Code § 827 (a)(2),  
the parties in private litigation must pursue a juvenile court order by way of a  
petition requesting that the juvenile court provide access to the juvenile dependent's  
case file for use in litigation. Until such an order is obtained from the juvenile court,  
the juvenile case file may not be disseminated by the agencies with access to said  
records. *See* WIC § 827(a)(4).

1 Protective Order.

2 2. Plaintiffs' counsel shall provide counsel for the Parties with a complete  
3 copy of all documents and information previously obtained, and as may further be  
4 obtained, by Plaintiffs' counsel pursuant to the April 17, 2015 Order of the Los  
5 Angeles County Juvenile court entitled "Order Appointing Attorney for Plaintiffs  
6 Pursuant to Welfare & Institutions Code § 317(e), Waiver of Confidentiality for  
7 Juvenile Court Records Pursuant to Welfare & Institutions Code §§ 317(e) & (f),  
8 827, and 827.9 and California Rules of Court, Rule 5.552 ("April 17, 2015 Juvenile  
9 Court Order"). Such production and the receipt of such production shall be made in  
10 strict compliance with the terms of the Protective Order.

11 3. The Parties anticipate petitioning the Juvenile Court pursuant to  
12 California Welfare and Institutions Code § 827 for an order disclosing all documents  
13 defined as Plaintiffs' "juvenile case file" pursuant to California Rule of Court Rule  
14 5.552. The Parties agree to produce to each other complete copies of all documents  
15 and information obtained pursuant to the Juvenile Court's Orders on these § 827  
16 Petitions. All documents and information that may be made available pursuant to the  
17 Juvenile Court's Orders on these § 827 Petitions shall be deemed to be "Confidential  
18 Information" and shall be treated in strict compliance with the terms of this  
19 Protective Order.

20 4. To the extent that any Party obtains any other records pursuant to  
21 California Welfare and Institutions Code §827, the Parties agree to produce to each  
22 other complete copies of all documents and information obtained pursuant to the  
23 Juvenile Court's Orders on these § 827 Petitions pursuant to the terms of this  
24 Protective Order.

25 5. Plaintiffs hereby expressly authorize all of the Plaintiffs' child care,  
26 foster care, adoption, social services, therapy, school and education, and medical and  
27 mental health care providers to release to the Parties all of their records regarding  
28 Plaintiffs. Plaintiffs further authorize the release of all law enforcement records

1 relating to Plaintiffs to the Parties. Plaintiffs agree to cooperate in providing further  
2 authorizations as may be required by these third-party providers. This authorization  
3 shall expire on the date that this Action is dismissed with prejudice or a final  
4 judgment is recorded.

5 6. The Parties intend for the Protective Order to also apply to all other  
6 confidential or protected information or material that may be produced in this Action  
7 pursuant to the terms of this Protective Order.

8 7. Nothing in this Stipulation shall require the disclosure, nor allow the  
9 discovery, of information and documents protected from discovery by the attorney-  
10 client privilege, the work product doctrine, other privileges and protections, or the  
11 privacy or other rights of individuals other than Plaintiffs.

12 8. Upon conclusion of this litigation involving the Juvenile Court's  
13 Records, the Parties shall request that the Court seal the Court's file, pursuant to  
14 *Navajo Express v. Superior Court of San Mateo County* (1986) 186 Cal. App.3d 981,  
15 to maintain the confidentiality of the Juvenile Court's Records.

16 **D. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
17 **SEAL**

18 The Parties acknowledge, as set forth below, that this Stipulation and  
19 Protective Order does not entitle them to file confidential information under seal.  
20 Local Civil Rule 79-5 sets forth the procedures that must be followed and the  
21 standards that will be applied when a party seeks permission from the court to file  
22 material under seal. There is a strong presumption that the public has a right of  
23 access to judicial proceedings and records in civil cases. In connection with non-  
24 dispositive motions, good cause must be shown to support a filing under seal. [*See*  
25 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9<sup>th</sup> Cir. 2006),  
26 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9<sup>th</sup> Cir. 2002), *Makar-*  
27 *Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
28 stipulated protective orders require good cause showing)], and a specific showing of

1 good cause or compelling reasons with proper evidentiary support and legal  
2 justification, must be made with respect to Protected Material that a party seeks to  
3 file under seal. The parties' mere designation of Disclosure or Discovery Material as  
4 CONFIDENTIAL does not—without the submission of competent evidence by  
5 declaration, establishing that the material sought to be filed under seal qualifies as  
6 confidential, privileged, or otherwise protectable—constitute good cause.

7 Further, if a party requests sealing related to a dispositive motion or trial, then  
8 compelling reasons, not only good cause, for the sealing must be shown, and the  
9 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
10 [See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9<sup>th</sup> Cir. 2010)] For  
11 each item or type of information, document, or thing sought to be filed or introduced  
12 under seal in connection with a dispositive motion or trial, the party seeking  
13 protection must articulate compelling reasons, supported by specific facts and legal  
14 justification, for the requested sealing order. Competent evidence supporting the  
15 application to file documents under seal must be provided by declaration.

16 Any document that is not confidential, privileged, or otherwise protectable in  
17 its entirety will not be filed under seal if the confidential portions can be redacted. If  
18 documents can be redacted, then a redacted version for public viewing, omitting only  
19 the confidential, privileged, or otherwise protectable portions of the document, shall  
20 be filed. Any application that seeks to file documents under seal in their entirety  
21 should include an explanation of why redaction is not feasible.

## 22 **2. DEFINITIONS**

23 2.1 **Action**: this lawsuit pending in the United States District Court for the  
24 Central District of California captioned *D.B. et al. v. Ingrid Brewer, et al.*, Case No.  
25 2:17-cv-01651-CAS-RAO.

26 2.2 **Challenging Party**: a Party or Non-Party that challenges the  
27 designation of information or items under this Order.

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1           2.3    **“CONFIDENTIAL” Information or Items**: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
4 Good Cause Statement.

5           2.4    **Counsel**: Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           2.5    **Designating Party**: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6    **Disclosure or Discovery Material**: all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced or  
13 generated in disclosures or responses to discovery in this matter.

14          2.7    **Expert**: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8    **House Counsel**: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9    **Non-Party**: any natural person, partnership, corporation, association or  
21 other legal entity not named as a Party to this action.

22          2.10 **Outside Counsel of Record**: attorneys who are not employees of a  
23 party to this Action but are retained to represent or advise a party to this Action and  
24 have appeared in this Action on behalf of that party or are affiliated with a law firm  
25 that has appeared on behalf of that party, and includes support staff.

26          2.11 **Party**: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 **Producing Party**: a Party or Non-Party that produces Disclosure or  
2 Discovery Material in this Action.

3           2.13 **Professional Vendors**: persons or entities that provide litigation support  
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6 and their employees and subcontractors.

7           2.14 **Protected Material**: any Disclosure or Discovery Material that is  
8 designated as “CONFIDENTIAL,” any material required to be kept confidential  
9 under the laws of the State of California, and all records produced pursuant to  
10 Section C ("Stipulation") of this Stipulation and Protective Order.

11          2.15 **Receiving Party**: a Party that receives Disclosure or Discovery Material  
12 from a Producing Party.

13 **3. SCOPE**

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

19          Any use of Protected Material at trial shall be governed by the orders of the  
20 trial judge. This Order does not govern the use of Protected Material at trial.

21          Nothing in this Order shall be construed to preclude any Party or Non-Party  
22 from asserting in good faith that certain Protected Material requires additional  
23 protection. The Parties and/or Non-Parties shall meet and confer to attempt to agree  
24 upon the terms of such additional protection. Any Party or Non-Party may ask the  
25 Court, after appropriate notice, to modify this Order or for other relief.

26          If a party is added to this Action or a Party is later served in this Action, that  
27 Party shall become a Party to, and shall comply with, all of the terms of this  
28 Protective Order.

1 **4. DURATION**

2 Once a case proceeds to trial, information that was designated as  
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
4 as an exhibit at trial becomes public and will be presumptively available to all  
5 members of the public, including the press, unless compelling reasons supported by  
6 specific factual findings to proceed otherwise are made to the trial judge in advance  
7 of the trial. [*See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
8 showing for sealing documents produced in discovery from “compelling reasons”  
9 standard when merits-related documents are part of court record)] Accordingly, the  
10 terms of this protective order do not extend beyond the commencement of the trial  
11 for information that is entered into the public record pursuant to court order

12 For all other information, after Final Disposition of this litigation, the  
13 confidentiality obligations imposed by this Order shall remain in effect until a  
14 Designating Party agrees otherwise in writing or a court order otherwise directs.

15 Final disposition shall be deemed to be the later of (1) dismissal of all claims  
16 and defenses in this action with prejudice; or (2) final judgment after the completion  
17 and exhaustion of all appeals, rehearings, 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**  
22 **Protection.** Each Party or Non-Party that designates information or items for  
23 protection under this Order must take care to limit any such designation to specific  
24 material that qualifies under the appropriate standards. The Designating Party must  
25 designate for protection only those parts of material, documents, items or oral or  
26 written communications that qualify so that other portions of the material,  
27 documents, items or communications for which protection is not warranted are not  
28 swept unjustifiably within the ambit of 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  
5 Party 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 only a portion of the material on a page qualifies for  
20 protection, the Producing Party also must clearly identify the protected portion(s)  
21 (e.g., by making appropriate markings in the margins).

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

1 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
2 legend” to each page that contains Protected Material. If only a portion of the  
3 material on a page qualifies for protection, the Producing Party also must clearly  
4 identify the protected portion(s) (e.g., by making appropriate markings in the  
5 margins).

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

9 (c) for information produced in some form other than document form and  
10 for any other tangible items, that the Producing Party affix in a prominent place on  
11 the exterior of the container or containers in which the information is stored the  
12 legend “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.** If timely corrected, an inadvertent  
16 failure to designate qualified information or items does not, standing alone, waive  
17 the Designating Party’s right to secure protection under this Order for such material.  
18 Upon timely correction of a designation, the Receiving Party must make reasonable  
19 efforts to assure that the material is treated in accordance with the provisions of this  
20 Order.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

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

27 6.3 The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Frivolous challenges, and those made for an improper purpose

1 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
2 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
3 or withdrawn the confidentiality designation, all parties shall continue to afford the  
4 material in question the level of protection to which it is entitled under the Producing  
5 Party’s designation until the Court rules on the challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

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

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

17       7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated  
20 “CONFIDENTIAL” only to:

- 21           (a) the Receiving Party’s Outside Counsel of Record in this Action,  
22 as well as employees of said Outside Counsel of Record to whom it is reasonably  
23 necessary to disclose the information for this Action, including investigators;
- 24           (b) the officers, directors, and employees (including House Counsel)  
25 of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- 26           (c) Experts (as defined in this Order) of the Receiving Party to whom  
27 disclosure is reasonably necessary for this Action and who have signed the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (d) the Court and its personnel;
- 2 (e) court reporters and their staff to whom disclosure is reasonably  
3 necessary for this Action and who have signed the "Acknowledgment and  
4 Agreement to be Bound" (Exhibit A);
- 5 (f) professional jury or trial consultants, mock jurors, and  
6 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
7 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 8 (g) the author or recipient of a document containing the information  
9 or a custodian or other person who otherwise possessed or knew the information;
- 10 (h) during their depositions, witnesses, and attorneys for witnesses, in  
11 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
12 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
13 they will not be permitted to keep any confidential information unless they sign the  
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
15 agreed by the Designating Party or ordered by the court. Pages of transcribed  
16 deposition testimony or exhibits to depositions that reveal Protected Material maybe  
17 separately bound by the court reporter and may not be disclosed to anyone except as  
18 permitted under this Stipulated Protective Order;
- 19 (i) any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the parties engaged in settlement  
21 discussions;
- 22 (j) the Parties' insurance carriers and adjusters; and
- 23 (k) any other Person pursuant to order of this Court.

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
25 **PRODUCED IN OTHER LITIGATION**

26 If counsel for a Party is served with, or becomes aware of, a subpoena or a  
27 court order issued in other litigation that compels disclosure of any information or  
28 items designated in this Action as "CONFIDENTIAL," counsel for that Party must:

1 (a) promptly notify in writing counsel for the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

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

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

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

17 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
18 **PRODUCED IN THIS LITIGATION**

19 (a) Any Non-Party shall have the right to designate any information that it  
20 believes in good faith contains non-public information that is entitled to confidential  
21 treatment under applicable law may designate that information "CONFIDENTIAL."

22 (b) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
24 produced by Non-Parties in connection with this litigation is protected by the  
25 remedies and relief provided by this Order. Nothing in these provisions should be  
26 construed as prohibiting a Non-Party from seeking additional protections or asserting  
27 the attorney-client privilege, work product doctrine, or other applicable protections.

28 Nothing in these provisions shall bar the right of any Party or Non-Party from

1 contesting any such assertion.

2 (c) In the event that counsel for a Party is required, by a valid discovery  
3 request, to produce a Non-Party's confidential information in its possession, and the  
4 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then counsel for the Party shall:

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

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

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

14 (d) If the Non-Party fails to seek a protective order from this court within  
15 14 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 efforts  
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

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

15 **12. MISCELLANEOUS**

16 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

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

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

1 **13. FINAL DISPOSITION**

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

18 **14. VIOLATION**

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

21 IT IS SO STIPULATED.

22 DATED: October 25, 2017

REES LAW FIRM P.C.

23  
24 By:           /s/ Robert A. Rees          

ROBERT A. REES

Attorneys for Plaintiffs

25  
26 D.B. Brewer and S.B. Brewer, by and  
27 through their Guardian at Litem, Kelli  
28 Clarke



1 DATED: October 25, 2017

BELTRAN, BELTRAN, SMITH &  
MCKENZIE LLP

2  
3  
4 By:           /s/ Steven P. Beltran          

5 STEVEN P. BELTRAN

6 Attorneys for Plaintiffs

7 D.B. Brewer and S.B. Brewer, by and  
8 through their Guardian at Litem, Kelli  
Clarke

9 DATED: October 25, 2017

LAW OFFICES OF PETER I. BERSIN

10  
11 By:           /s/ Peter I. Bersin          

12 PETER I. BERSIN

13 Attorneys for Plaintiffs

14 D.B. Brewer and S.B. Brewer, by and  
15 through their Guardian at Litem, Kelli  
Clarke

16 DATED: October 25, 2017

LAW OFFICES OF DAVID J. WEISS

17  
18 By:           /s/ David J. Weiss          

19 DAVID J. WEISS, ESQ.

20 JAIME E. VERDUCCI, ESQ.

21 Attorneys for Defendant, COUNTY OF  
LOS ANGELES

22 DATED: October 25, 2017

SEDGWICK LLP

23  
24  
25 By:           /s/ Laura L. Goodman          

26 LAURA L. GOODMAN

27 SHERYL M. ROSENBERG

28 Attorneys for Defendant ASPIRANET

1 DATED: October 25, 2017

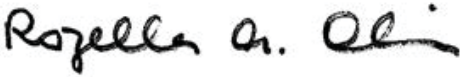
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By:           /s/ Linda Randlett Kollar            
LINDA RANDLETT KOLLAR  
Attorneys for Defendant Aspiranet

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: October 25, 2017

  
\_\_\_\_\_  
HON. ROZELLA OLIVER  
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [*print or type full name*], of  
4 \_\_\_\_\_ [*print or type name of business as applicable*], with  
5 an address at \_\_\_\_\_ [*print*  
6 *or type address, city, state and zip*] and telephone number of \_\_\_\_\_  
7 [*print or type entire telephone number*], declare under penalty of perjury that I have  
8 read in its entirety and understand the Protective Order regarding Disclosure of, and  
9 Protection for, Confidential Information issued by the United States District Court  
10 for the Central District of California on \_\_\_\_\_ in the case of *D.B. and*  
11 *S.B., by and through their Guardian Ad Litem Kelli Clarke v. Ingrid Brewer, et al.*,  
12 Case No. 2:17-cv-01651-CAS-RAO (the "Protective Order").

13 I hereby agree to comply with and to be bound by all of the terms of the  
14 Protective Order. I understand and acknowledge that failure to so comply may  
15 expose me to sanctions and punishment in the nature of contempt. I solemnly  
16 promise that I will not disclose in any manner any Protected Material or other  
17 information that is subject to the Protective Order to any person or entity except in  
18 strict compliance with the provisions of the Protective Order.

19 I further agree to submit to the jurisdiction of the United States District Court  
20 for the Central District of California for the purpose of enforcing the terms of this  
21 Protective Order, even if such enforcement proceedings occur after termination of  
22 this action. I hereby appoint \_\_\_\_\_ [*print or type full*  
23 *name*] located at \_\_\_\_\_  
24 [*print or type full address, city, state and zip*] with a telephone number of  
25 \_\_\_\_\_ [*print or type full telephone number*] as my California  
26 agent for service of process in connection with any proceedings related to  
27 enforcement of this Protective Order.  
28

1 Dated: \_\_\_\_\_

2 City and State where sworn and signed: \_\_\_\_\_

3 Printed name: \_\_\_\_\_

4 Signature: \_\_\_\_\_

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