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NOTE: CHANGES MADE BY THE COURT

9  
 10 IN THE UNITED STATES DISTRICT COURT  
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 12 CIVIL DIVISION

14 **BRIAN KEITH WEARREN,**  
 15 Plaintiff,  
 16 v.  
 17 **J. GOFFERMAN, et al.,**  
 18 Defendants.

2:18-cv-09637-JGB-JPR  
**PLAINTIFF'S AND  
 DEFENDANT'S  
 STIPULATED PROTECTIVE  
 ORDER**  
 Judge: Hon. Jean P. Rosenbluth  
 Trial Date: None Assigned  
 Action Filed: 11/15/2018

20 **I. INTRODUCTION**

21 **A. Purposes and Limitations**

22 Discovery in this action is likely to involve production of confidential,  
 23 proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may  
 25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 26 enter the following Stipulated Protective Order. The parties acknowledge that this  
 27 Order does not confer blanket protections on all disclosures or responses to  
 28 discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles. The parties further acknowledge, as set forth  
3 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
4 file confidential information under seal; Civil Local Rule 79-5 sets forth procedures  
5 that must be followed and the standards that will be applied when a party seeks  
6 permission from the court to file material under seal.

7 **B. Good Cause Statement**

8 This action is likely to involve production of confidential, security-related, or  
9 private information for which special protection from public disclosure and from  
10 use for any purpose other than the defense or prosecution of this action is  
11 warranted. Such confidential and security materials and information may consist of:

12 (1) California Department of Corrections and Rehabilitation (“CDCR”)  
13 records regarding the internal investigation into the grievances made by Plaintiff  
14 Brian Keith Wearren, the disclosure of which may cause harm to the safety and  
15 security of prison officials, the public, or Defendant J. Gofferman. All birthdates,  
16 social security numbers, and identifying information of confidential informants will  
17 be redacted;

18 (2) Records regarding processes, operations, investigations or other  
19 information relating to CDCR prison management, disclosure of which may have  
20 the effect of causing harm to the safety and security of prison officials, the public,  
21 or Defendant. This may include, but is not limited to, institutional records,  
22 photographs, audio or video recordings, witness statements, and emails and other  
23 written correspondence. Confidential information is also personal information of  
24 Defendant, the disclosure of which places the safety of Defendant, who is a current  
25 peace officer, and his family members at risk. Confidential information also  
26 includes all personal identifying information of any third party entitled to  
27 confidential protection of personal identifying information under California and/or  
28 applicable federal law. All birthdates, social security numbers, home and work

1 telephone numbers, information about family members, and material identifying a  
2 confidential informant will be redacted.

3 (3) Portions of Plaintiff's prison records that includes investigation results  
4 containing confidential information related to third parties that is subject to privacy  
5 rights, such as other inmates' names or identifying information;

6 (4) Any material that would reveal the identity of a confidential informant;  
7 and

8 (5) Information not generally made available to the public, or which may be  
9 privileged or otherwise protected from disclosure under state or federal statutes,  
10 court rules, case decisions, or common law.

11 (6) There is further good cause for protection of certain records as "highly  
12 confidential – for in-office review only," (see number II, 2.4 below) for certain  
13 records of confidentially conducted investigations within the prison. These  
14 investigations were conducted confidentially, including testimony from inmate and  
15 officer witnesses made under assurances of confidentiality. Further, such  
16 confidential investigations demonstrate both prison protocols and investigation  
17 procedures, which could put correctional staff and inmates at risk if they were  
18 released. Accordingly, due to the serious confidential nature of these documents,  
19 there is good cause for a higher designation and more controlled dissemination of  
20 the information in these documents.

21 Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality or discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26 serve the ends of justice, a protective order for such information is justified in this  
27 matter. It is the intent of the parties that information will not be designated as  
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record in this case.

## 3 **II. DEFINITIONS**

4 2.1 Action: this pending federal suit, *Wearren v. Gofferman et al.*, United  
5 States District Court, Central District of California, Case No. 2:18-cv-09637-JGB-  
6 JPR.

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
8 of information or items under this Order.

9 2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement.

13 2.4. “HIGHLY CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY”  
14 Information or Items: information (regardless of how it is generated, stored or  
15 maintained) or tangible things that qualify for protection under Federal Rule of  
16 Civil Procedure 26(c), and as specified above in the Good Cause Statement number  
17 6. This information will be produced by the Producing Party to the Receiving Party  
18 for review in the Producing Party’s office but copies cannot be made and it cannot  
19 be produced to the Receiving Party.

20 2.5. Counsel: Counsel of record and House Counsel (as well as their support  
21 staff).

22 2.6. Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in response to discovery as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – FOR IN-OFFICE REVIEW  
25 ONLY.”

26 2.7. Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in informal discovery, disclosures, or responses to discovery in this  
2 matter.

3 2.8. Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6 2.9. House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.10. Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.11. Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law firm  
14 which has appeared on behalf of that party, and includes support staff.

15 2.12. Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18 2.13. Producing Party: a Party or Non-Party that produces Disclosures or  
19 Discovery Material in this Action.

20 2.14. Professional Vendors: persons or entities that provide litigation  
21 support services (e.g. photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24 2.15. Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

28

1 **III. SCOPE**

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

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

9 **IV. DURATION**

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

18 **V. DESIGNATING PROTECTED MATERIAL**

19 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to  
2 impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

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

8 5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g. second paragraph of section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
15 documents, but excluding transcripts of depositions or other pretrial or trial  
16 proceedings), that the Producing Party affix at a minimum, the legend  
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
18 contains protected material. If only a portion or portions of the material on a page  
19 qualifies for protection, the Producing Party also must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings on the margins).

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

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

6 (b) for testimony given in depositions, that the Designating Party  
7 identify the Disclosure or Discovery Material to be deemed “CONFIDENTIAL” on  
8 the record, before the close of the deposition for all protected testimony.

9 (c) for information produced in some form other than documentary 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  
13 warrants protection, the Producing Party, to the extent practicable, shall identify the  
14 protected portion(s).

15 (d) 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 “HIGHLY  
18 CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY” (hereinafter “HIGHLY  
19 CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY legend”), to each page that  
20 contains protected material. If only a portion or portions of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the protected  
22 portion(s) (e.g., by making appropriate markings on the margins). Any documents  
23 identified with the legend “HIGHLY CONFIDENTIAL – FOR IN-OFFICE  
24 REVIEW ONLY” will only be released for review within the Producing Party’s  
25 office and cannot be removed, photographed, or otherwise copied.

26 The Producing Party will inform the Receiving Party that the information is  
27 identified as “HIGHLY CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY”  
28 and thus cannot be produced as a document marked “CONFIDENTIAL” would be

1 produced. The Producing Party and Receiving Party will then reasonable work to  
2 make arrangements by which the Receiving Party can travel to the Producing  
3 Party's office to review the document within Producing Party's office.

4 (e) for information produced in some form other than documentary and  
5 for any other tangible items, that the Producing Party affix in a prominent place on  
6 the exterior of the container or containers in which the information is stored the  
7 legend "HIGHLY CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY." If  
8 only a portion or portions of the information warrants protection, the Producing  
9 Party, to the extent practicable, shall identify the protected portion(s). Any such  
10 non-documentary tangible items identified with the legend "HIGHLY  
11 CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY" will only be released for  
12 review within the Producing Party's office and cannot be removed, photographed,  
13 or otherwise copied.

14 The Producing Party will inform the Receiving Party that the information is  
15 identified as "HIGHLY CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY"  
16 and thus cannot be produced as an item marked "CONFIDENTIAL" would be  
17 produced. The Producing Party and Receiving Party will then reasonable work to  
18 make arrangements by which the Receiving Party can travel to the Producing  
19 Party's office to review the document within Producing Party's office.

20 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party's right to secure protection under this Order for such  
23 material. Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

1 **VI. CHALLENGING CONFIDENTIAL DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court’s  
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1, et seq.

7 6.3. Burden of Persuasion. The burden of persuasion in any such challenge  
8 proceeding shall be on the Designating Party. Frivolous challenges, and those  
9 made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
10 burdens on other parties) may expose the Challenging Party to sanctions. Unless  
11 the Designating Party has waived or withdrawn the confidentiality designation, all  
12 parties shall continue to afford the material in question the level of protection to  
13 which it is entitled under the Producing Party’s designation until the Court rules on  
14 the challenge.

15 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons and under the  
20 conditions described in this Order. When the Action is terminated, a Receiving  
21 Party must comply with the provisions of section 13 below (FINAL  
22 DISPOSITION).

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

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
27 otherwise ordered by the court or permitted in writing by the Designating Party, a  
28

1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
4 well as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose this information for this Action;

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

8 (c) Experts (as defined by this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reports and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient or a document containing the information or  
17 a custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, non-party witnesses and attorneys for non-  
19 party witnesses, in the Action to whom disclosure is reasonably necessary provided  
20 the non-party witness and attorneys for the non-party witness have signed the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
22 agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material must  
24 be separately bound by the court reporter and may not be disclosed to anyone  
25 except as permitted under this Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions or  
28 appointed by the Court.

1 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification  
7 shall include a copy of the subpoena or court order unless prohibited by law;

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

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

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

22 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
23 **THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a  
25 Non-Party in this action and designated as “CONFIDENTIAL” as well as  
26 information released for review under the designation as “HIGHLY  
27 CONFIDENTIAL – FOR IN-OFFICE REVIEW ONLY.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

## 23 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 person or persons to whom unauthorized disclosures were made of all the terms of  
2 this Order, and (d) request such person or persons to execute the  
3 “Acknowledgement and Agreement to Be Bound” that is attached hereto as Exhibit  
4 A.

5 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or work  
15 product protection, the parties may incorporate their agreement in the stipulated  
16 protective order submitted to the court provided the Court so allows.

17 **XII. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

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

26 12.3 Filing Protective Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 **XIII. FINAL DISPOSITION**

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

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1 **XIV. VIOLATIONS**

2 Any willful violation of this Order may be punished by civil or criminal  
3 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or  
4 other appropriate action at the discretion of the Court.

5 IT IS SO STIPULATED.

6 Respectfully submitted,

7 Dated: 11/15/2022

Respectfully submitted,

8 ROB BONTA  
9 Attorney General of California  
10 CHRISTOPHER H. FINDLEY  
11 Supervising Deputy Attorney General

12 /s/ Alice M. Segal  
13 ALICE M. SEGAL  
14 Deputy Attorney General  
15 *Attorneys for Defendant*  
16 *J. Gofferman*

15 Dated: 11/14/2022

Respectfully submitted,

17 /s/ Brian Keith Wearren  
18 BRIAN KEITH WEARREN  
19 *Pro Per*

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21  
22 DATED: November 17, 2022

23 

24 \_\_\_\_\_  
25 Honorable Jean P. Rosenbluth  
26 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 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 *Brian Keith Wearren v. J.*  
8 *Gofferman et al.*, Case No. 2:18-cv-09367-JGB-JPR. I agree to comply with and to  
9 be bound by all the terms in this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint

19 \_\_\_\_\_

20 [print or type full address and telephone number] as my California agent for service  
21 of process in connection with this action or any proceedings related to enforcement  
22 of this Stipulated Protective Order.

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_