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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

15 KATRINA EISINGER, an individual,

16 Plaintiff,

17 v.

18 BECTON DICKINSON AND COMPANY,
 19 a New Jersey corporation; and DOES 1-100,
 20 inclusive

21 Defendants.

Case No. 2:20-cv-08068-VAP-JC

**MODIFIED STIPULATED
 PROTECTIVE ORDER**

22 Based upon the stipulation of the parties, and the Court being duly advised;
 23 IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES, AND
 24 ORDERED BY THE COURT AS MODIFIED:

25 1. Any party to this action may designate as confidential any document or
 26 testimony sought to be discovered by any other party which is “confidential material”
 27 as defined by this Order. The terms of this Order shall govern as to all aspects of the
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1 procedures to be followed in making or challenging such designations, and the terms,
2 conditions, and restrictions on the use of confidential materials.

3 2. When used in this Order, the word “documents” includes, but is not
4 limited to: documents produced by any party or non-party in this action; responses to
5 requests for admission; responses to interrogatories; deposition transcripts and
6 exhibits; and any papers which quote from the foregoing.

7 3. All documents or testimony designated as confidential in accordance
8 with this Order shall be used solely within the context of this action and for no other
9 purpose, including with regard to other, unrelated litigation or proceedings adverse to
10 the other party in this action.

11 4. For purposes of this Order, the term “confidential material” shall include
12 any documents produced or otherwise exchanged in connection with this action by the
13 parties or by non-parties, which contain or disclose proprietary information, trade
14 secrets, personnel information, financial information, case management information,
15 law enforcement-related information, medical information, and any other information
16 protected by statute or privilege, or that the designating party desires to be held in
17 confidence and not used for any purpose other than in the context of this case. Either
18 party may designate such documents as confidential by stamping such documents with
19 the notice “CONFIDENTIAL” prior to their production or by otherwise designating in
20 writing such documents as confidential subsequent to their production. Nothing in
21 this paragraph precludes a party from redacting names or other identifying
22 information from documents produced subject to this Stipulated Protective Order.

23 5. Within thirty (30) days after receipt of the final transcript of the
24 deposition of any party or witness in this case, any party in this action may designate
25 as “CONFIDENTIAL” that portion of any deposition testimony containing or
26 disclosing confidential material. The reporter shall separately transcribe those
27 portions of the testimony so designated and shall mark the face of the transcript as
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1 “CONFIDENTIAL,” as the designating person may direct. The designating person
2 also may make such a designation after reading the deposition transcript if that person
3 determines that testimony should have been, but was not, designated
4 “CONFIDENTIAL” during the deposition. The designating person shall pay all
5 expenses related to such designation.

6 6. Confidential documents or testimony may be referred to in motions,
7 briefs and other documents filed with the Court, and may be used in depositions and
8 marked as exhibits in this action, but such documents and testimony must be
9 appropriately marked as confidential. **Moreover, nothing in this Protective Order**
10 **relieves the parties of their responsibility to comply with Local Rule 79-5 to the**
11 **extent they wish documents containing confidential information to be filed under**
12 **seal.**

13 7. Except as set forth above, or with prior written consent of the party or
14 non-party asserting confidential treatment, **or as the Court may otherwise order**, no
15 document or testimony designated as “CONFIDENTIAL” and no information
16 contained in it or obtained from it may be disclosed to any person other than:

- 17 a. The Court, its staff, and court reporters;
- 18 b. The parties, counsel for the parties in this action, and their staff;
- 19 c. Independent experts retained by counsel for the parties and their
20 staff;
- 21 d. Actual and potential witnesses to the extent necessary to verify or
22 challenge the information; or
- 23 e. Employees of copy or database services, and similar support firms,
24 who are engaged by the parties, or either party, during the
25 litigation of this action.

26 8. **Other than Court personnel**, each person to whom confidential
27 testimony or documents is disclosed must be informed of this Order, receive a copy of
28 this Order, and comply with its terms. This Court shall have jurisdiction over any

1 proceedings involving alleged improper use or disclosure of the confidential
2 information.

3 9. This Order shall not prevent the disclosure of documents to the persons
4 who were authors or addressees of the documents or are shown as having received
5 copies of them, nor does this Order apply to testimony or exhibits offered at trial or in
6 depositions, except as limited by paragraph 6.

7 10. The terms of this Order shall survive and remain in full force and effect
8 after the termination of this case. Within thirty (30) days after final conclusion of all
9 aspects of this dispute, all confidential material and all copies of the same (other than
10 those filed with the Court) shall be securely destroyed by shredding or other secure
11 destruction method, except that counsel for the parties may retain one copy of
12 confidential documents in a secured folder appropriately marked to indicate that such
13 documents are confidential and subject to this Protective Order, provided such
14 documents are destroyed in accordance with such counsel's normal file destruction
15 protocol.

16 11. The restrictions and obligations relating to documents or testimony
17 designated as confidential in accordance with this Order shall not apply to any
18 document or information which all parties agree to in writing; which the Court rules
19 was known publicly at the time it was produced to the receiving party; which has
20 since become publicly known through no fault of the receiving party; **or which the**
21 **Court otherwise orders shall be made public.**

22 12. In the event that at any time a party disagrees with the designation of
23 material as confidential under this Order, the parties shall first attempt to resolve the
24 dispute among themselves. If the dispute is not resolved, the designating party must
25 move the Court to review the material no later than ninety (90) days prior to the date
26 set for trial of this matter, **unless inconsistent with the District Judge's scheduling**
27 **order(s), in which case the latter shall govern.** Until such time as the Court rules
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1 otherwise, the document shall be treated as confidential. Notwithstanding anything to
2 the contrary set forth herein, either party shall have the right to apply to the Court at
3 any time **not inconsistent with the District Judge's scheduling order(s)** for an order
4 granting other or additional protective relief with respect to any confidential material
5 they produce.

6 13. This Order shall remain in force and effect until further order of this
7 Court. Insofar as the provisions of this Order restrict the use of confidential
8 information, this Order shall continue to be binding after the conclusion of this
9 litigation to the extent the confidential information is not or does not become known
10 to the public.

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