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

DAVID WALKER, an individual,

Plaintiff,

v.

CBS BROADCASTING, INC., a New
York Corporation, MITCHELL
SPACONE, an individual, and DOES 1-
10, inclusive,

Defendants.

Case No. 2:20-CV-10370 JFW (JPR)

*(Removed from Los Angeles Superior
Court, Case No.: 20STCV38774)*

**ORDER GRANTING
STIPULATED PROTECTIVE
ORDER**

[DISCOVERY MATTER]

Complaint Filed: October 8, 2020

Ctrm.: 7A
District Judge: John F. Walter

Roybal Bldg. Ctrm: 690
Magistrate Judge: Jean P. Rosenbluth

Trial Date: Not Set

Counsel for the parties have presented to the Court their Stipulated Protective Order as follows:

- 1. INTRODUCTION
 - 1.1 PURPOSES AND LIMITATIONS

Discovery in this action may 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 warranted. Accordingly,

1 the Parties hereby stipulate to and petition the Court to enter the following Stipulated
2 Protective Order. The Parties acknowledge that this Order does not confer blanket
3 protections on all disclosures or responses to discovery and that the protection it
4 affords from public disclosure and use extends only to the limited information or
5 items that are entitled to confidential treatment under the applicable legal principles.
6 The Parties further acknowledge, as set forth in Section 12.3 below, that this Order
7 does not entitle them to file Confidential Information under seal; Civil Local Rule 79-
8 5 and the Standing Order issued in this Action (Dkt. No. 9) set forth the procedures
9 that must be followed and the standards that will be applied when a Party seeks
10 permission from the Court to file material under seal.

11 1.2 GOOD CAUSE STATEMENT

12 This case concerns Plaintiff David Walker’s (“Plaintiff’s”) claims that he was
13 not granted proper accommodations for his alleged disability and that his employment
14 was wrongfully terminated on the basis of his age and/or disability. Defendants CBS
15 Broadcasting Inc. (“CBS”) and Mitchell Spacone (“Spacone,” collectively with CBS,
16 “Defendants”) contend there was no failure to accommodate Plaintiff and that
17 Plaintiff’s termination was for a legitimate, nondiscriminatory reason related to
18 defendant CBS’s business needs. Discovery in this case likely may include personal
19 and private information concerning Non-Parties, as well as valuable commercial and
20 proprietary information concerning the operation of defendant CBS’s business, for
21 which special protection from public disclosure and from use for any purpose other
22 than prosecution of this action is warranted. Such confidential and proprietary
23 materials and information consist of, among other things, information regarding
24 confidential business practices concerning competitively sensitive policies and
25 practices regarding the operation of CBS television stations, and information
26 implicating the privacy rights of third parties, including but not limited to dates of
27 birth and employment information, which information is otherwise generally
28 unavailable to the public, or which may be privileged or otherwise protected from

1 disclosure under state or federal statutes, court rules, case decisions, or common law.
2 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
3 disputes over confidentiality of discovery materials, to adequately protect information
4 the Parties are entitled to keep confidential, to ensure that the Parties are permitted
5 reasonable necessary uses of such material in preparation for and in the conduct of
6 trial, to address their handling at the end of the litigation, and serve the ends of justice,
7 a protective order for such information is justified in this matter. It is the intent of the
8 Parties that information will not be designated as confidential for tactical reasons and
9 that nothing be so designated without a good faith belief that it has been maintained in
10 a confidential, non-public manner, and there is good cause why it should not be part of
11 the public record of this case.

12 **2. DEFINITIONS**

13 2.1 Action: this pending federal lawsuit.

14 2.2 Challenging Party: a Party or Nonparty that challenges the designation
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored, or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
21 support staff).

22 2.5 Designating Party: a Party or Nonparty that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this action.

4 2.8 House Counsel: attorneys who are employees of a Party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Nonparty: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
10 to this Action but are retained to represent or advise a Party and have appeared in this
11 Action on behalf of that Party or are affiliated with a law firm that has appeared on
12 behalf of that Party, including support staff.

13 2.11 Party: any Party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (for example, photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above) but also any information copied or extracted

1 from Protected Material; all copies, excerpts, summaries, or compilations of Protected
2 Material; and any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial will be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order will remain in effect until a Designating Party agrees otherwise
9 in writing or a court order otherwise directs. Final disposition is the later of (1)
10 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
11 final judgment after the completion and exhaustion of all appeals, rehearings,
12 remands, trials, or reviews of this Action, including the time limits for filing any
13 motions or applications for extension of time under applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Each Party or Nonparty that designates information or items for
16 protection under this Order must take care to limit any such designation to specific
17 material that qualifies under the appropriate standards. The Designating Party must
18 designate for protection only those parts of material, documents, items, or oral or
19 written communications that qualify so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept
21 unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper
24 purpose (for example, to unnecessarily encumber the case-development process or to
25 impose unnecessary expenses and burdens on other parties) may expose the
26 Designating Party to sanctions.

27 If it comes to a Designating Party's attention that information or items it
28 designated for protection do not qualify for that level of protection, that Designating

1 Party must promptly notify all other Parties that it is withdrawing the inapplicable
2 designation.

3 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
4 Material that qualifies for protection under this Order must be clearly so designated
5 before the material is disclosed or produced.

6 Designation in conformity with this Order requires the following:

7 (a) for information in documentary form (for example, paper or
8 electronic documents but excluding transcripts of depositions or other pretrial or trial
9 proceedings), the Producing Party must affix at a minimum the legend
10 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
11 or portions of the material on a page qualify for protection, the Producing Party must
12 clearly identify the protected portion(s) (for example, by making appropriate markings
13 in the margins).

14 A Party or Nonparty that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced. During the inspection and
17 before the designation, all material made available for inspection must be treated as
18 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
19 copied and produced, the Producing Party must determine which documents, or
20 portions thereof, qualify for protection under this Order. Then, before producing the
21 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
22 to each page that contains Protected Material. If only a portion or portions of the
23 material on a page qualify for protection, the Producing Party also must clearly
24 identify the protected portion(s) (for example, by making appropriate markings in the
25 margins).

26 (b) for testimony given in depositions, the Designating Party must
27 identify the Disclosure or Discovery Material that is protected on the record, before
28 the close of the deposition.

1 (c) for information produced in some form other than documentary and
2 for any other tangible items, the Producing Party must affix in a prominent place on
3 the exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL.” If only a portion or portions of the information warrant
5 protection, the Producing Party, to the extent practicable, must identify the protected
6 portion(s).

7 5.3 If timely corrected, an inadvertent failure to designate qualified
8 information or items does not, standing alone, waive the Designating Party’s right to
9 secure protection under this Order for that material. On timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the
11 material is treated in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Any Party or Nonparty may challenge a designation of confidentiality at
14 any time consistent with the Court’s scheduling order.

15 6.2 The Challenging Party must initiate the dispute-resolution process (and,
16 if necessary, file a discovery motion) under Local Rule 37.

17 6.3 The burden of persuasion in any such proceeding is on the Designating
18 Party. Frivolous challenges, and those made for an improper purpose (for example, to
19 harass or impose unnecessary expenses and burdens on other parties), may expose the
20 Challenging Party to sanctions. Unless the Designating Party has waived or
21 withdrawn the confidentiality designation, all parties must continue to afford the
22 material in question the level of protection to which it is entitled under the Producing
23 Party’s designation until the Court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Nonparty in connection with this Action only for
27 prosecuting, defending, or attempting to settle this Action. Such Protected Material
28 may be disclosed only to the categories of people and under the conditions described

1 in this Order. When the Action has been terminated, a Receiving Party must comply
2 with the provisions of Section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a manner sufficiently secure to ensure that access is limited to the
5 people authorized under this Order.

6 7.2 Unless otherwise ordered by the Court or permitted in writing by the
7 Designating Party, a Receiving Party may disclose any information or item designated
8 “CONFIDENTIAL” only to the following people:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
10 well as employees of that Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

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

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

17 (d) the Court and its personnel;

18 (e) court reporters and their staff;

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

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

24 (h) during their depositions, witnesses and attorneys for witnesses to
25 whom disclosure is reasonably necessary, provided that the deposing party requests
26 that the witness sign the form attached as Exhibit A hereto and the witnesses will not
27 be permitted to keep any confidential information unless they sign the form, unless
28 otherwise agreed by the Designating Party or ordered by the Court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Protected
2 Material may be separately bound by the court reporter and may not be disclosed to
3 anyone except as permitted under this Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed on by any of the Parties engaged in settlement discussions or
6 appointed by the Court.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
8 OTHER LITIGATION

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

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order should not produce any information designated in this
22 action as “CONFIDENTIAL” before a determination on the protective-order request
23 by the relevant court unless the Party has obtained the Designating Party’s permission.
24 The Designating Party bears the burden and expense of seeking protection of its
25 Confidential Material, and nothing in these provisions should be construed as
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
27 directive from another court.

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1 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
5 protected by the remedies and relief provided by this Order. Nothing in these
6 provisions should be construed as prohibiting a Nonparty from seeking additional
7 protections.

8 (b) In the event that a Party is required by a valid discovery request to
9 produce a Nonparty’s Confidential Information in its possession and the Party is
10 subject to an agreement with the Nonparty not to produce the Nonparty’s Confidential
11 Information, then the Party must

12 (1) promptly notify in writing the Requesting Party and the
13 Nonparty that some or all of the information requested is subject to a confidentiality
14 agreement with a Nonparty;

15 (2) promptly provide the Nonparty with a copy of this Order, the
16 relevant discovery request(s), and a reasonably specific description of the information
17 requested; and

18 (3) make the information requested available for inspection by the
19 Nonparty, if requested.

20 (c) If the Nonparty fails to seek a protective order within 21 days of
21 receiving the notice and accompanying information, the Receiving Party may produce
22 the Nonparty’s Confidential Information responsive to the discovery request. If the
23 Nonparty timely seeks a protective order, the Receiving Party must not produce any
24 information in its possession or control that is subject to the confidentiality agreement
25 with the Nonparty before a ruling on the protective-order request. Absent a court
26 order to the contrary, the Nonparty must bear the burden and expense of seeking
27 protection of its Protected Material.

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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Order, the Receiving Party must immediately notify the Designating Party in writing
5 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies
6 of the Protected Material, inform the person or people to whom unauthorized
7 disclosures were made of the terms of this Order, and ask that person or people to
8 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
9 Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B).

16 12. MISCELLANEOUS

17 12.1 Nothing in this Order abridges the right of any person to seek its
18 modification by the Court.

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

23 12.3 A Party that seeks to file under seal any Protected Material must comply
24 with Civil Local Rule 79-5 and the Standing Order issued in this Action (Dkt. No. 9).
25 Protected Material may be filed under seal only pursuant to a court order authorizing
26 the sealing of the specific Protected Material at issue. If a Party's request to file
27 Protected Material under seal is denied, then the Receiving Party may file the
28 information in the public record unless otherwise instructed by the Court.

1 13. FINAL DISPOSITION

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

20 14. SANCTIONS

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

24 FOR GOOD CAUSE SHOWN, THE FOREGOING PROTECTIVE ORDER IS
25 GRANTED AND IT IS SO ORDERED.

26 DATED: December 16, 2020



27 HON. JEAN P. ROSENBLUTH
28 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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4 I, _____ [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the U.S. District Court
7 for the Central District of California on [date] in the case of *David Walker v. CBS*
8 *Broadcasting Inc., et al.*, C.D. Cal. Case No. 2:20-CV-10370 JFW (JPR). I agree to
9 comply with and to be bound by all terms of this Stipulated Protective Order, and I
10 understand and acknowledge that failure to so comply could expose me to sanctions
11 and punishment, including contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this Order.

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

21 Date: _____

22 City and State where signed: _____

23
24 Printed name: _____

25 Signature: _____