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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROCKMOND DUNBAR,  
Plaintiff,  
v.  
AMERICAN BROADCASTING  
COMPANIES, INC., TWENTIETH  
CENTURY FOX TELEVISION, A  
UNIT OF TWENTIETH CENTURY  
FOX FILM CORPORATION DOING  
BUSINESS AS 20TH TELEVISION,  
Defendants.

Case No. 2:22-cv-01075 DMG-JC  
PROTECTIVE ORDER

1           1.     A. PURPOSES AND LIMITATIONS

2           Plaintiff has represented that Defendants' requests for production propounded  
3 in this action call for the production of confidential, proprietary, or private  
4 information for which special protection from public disclosure and from use for any  
5 purpose other than prosecuting this litigation may be warranted. Defendants are still  
6 in the midst of conducting a reasonable search and diligent inquiry for responsive  
7 documents to Plaintiff's document requests and are unable to make any  
8 representations at this time regarding the content of their document production(s)  
9 and/or the need for a protective order thereto. Nonetheless, the parties agree that  
10 production of confidential, proprietary, or private information for which special  
11 protection from public disclosure and from use for any purpose other than prosecuting  
12 this litigation may be warranted in this litigation, and for that reason request that the  
13 Court enter the following Protective Order.

14           This Order does not confer blanket protections on all disclosures or responses  
15 to discovery. The protection it affords from public disclosure and use extends only to  
16 the limited information or items that are entitled to confidential treatment under the  
17 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective  
18 Order does not entitle the parties to file confidential information under seal. Rather,  
19 when the parties seek permission from the court to file material under seal, the parties  
20 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned  
21 District Judge and Magistrate Judge.

22           B. GOOD CAUSE STATEMENT

23           In light of the nature of the claims and allegations in this case and Plaintiff's  
24 representation that discovery in this case will involve the production of confidential  
25 records, and in order to expedite the flow of information, to facilitate the prompt  
26 resolution of disputes over confidentiality of discovery materials, to adequately  
27 protect information the parties are entitled to keep confidential, to ensure that the  
28 parties are permitted reasonable necessary uses of such material in connection with

1 this action, to address their handling of such material at the end of the litigation, and  
2 to serve the ends of justice, a protective order for such information is justified in this  
3 matter. The parties shall not designate any information/documents as confidential  
4 without a good faith belief that such information/documents have been maintained in  
5 a confidential, non-public manner, and that there is good cause or a compelling reason  
6 why it should not be part of the public record of this case.

7 2. DEFINITIONS

8 2.1 Action: The instant action: *Rockmond Dunbar v. American Broadcast*  
9 *Companies, Inc., Twentieth Century Fox Television, A Unit of Twentieth Century Fox*  
10 *Film Corporation Doing Business As 20th Television*, Index No. 2:22-cv-01075  
11 DMG-JC.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for protection  
16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
17 Cause Statement.

18 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
19 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
20 the disclosure of which to another Party or Non-Party would create a substantial risk  
21 of serious harm that could not be avoided by less restrictive means.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
27 ONLY.”

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1           2.7 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

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

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

11          2.10 Non-Party: any natural person, partnership, corporation, association, or  
12 other legal entity not named as a Party to this action.

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

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

20          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

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

26          2.15 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --  
28 ATTORNEYS’ EYES ONLY.”

1           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3           3.     SCOPE

4           The protections conferred by this Order cover not only Protected Material (as  
5 defined above), but also (1) any information copied or extracted from Protected  
6 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
7 and (3) any deposition testimony, conversations, or presentations by Parties or their  
8 Counsel that might reveal Protected Material, other than during a court hearing or at  
9 trial.

10          Any use of Protected Material during a court hearing or at trial shall be  
11 governed by the orders of the presiding judge. This Order does not govern the use of  
12 Protected Material during a court hearing or at trial.

13          4.     DURATION

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

22          5.     DESIGNATING PROTECTED MATERIAL

23          5.1    Exercise of Restraint and Care in Designating Material for Protection.

24          Each Party or Non-Party that designates information or items for protection under this  
25 Order must take care to limit any such designation to specific material that qualifies  
26 under the appropriate standards. The Designating Party must designate for protection  
27 only those parts of material, documents, items, or oral or written communications that  
28 qualify so that other portions of the material, documents, items, or communications

1 for which protection is not warranted are not swept unjustifiably within the ambit of  
2 this Order.

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

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

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

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions), that the Producing Party affix at  
19 a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --  
20 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only  
21 a portion or portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
23 markings in the margins).

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

1 copied and produced, the Producing Party must determine which documents, or  
2 portions thereof, qualify for protection under this Order. Then, before producing the  
3 specified documents, the Producing Party must affix the “CONFIDENTIAL”, or  
4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page  
5 that contains Protected Material. If only a portion or portions of the material on a  
6 page qualifies for protection, the Producing Party also must clearly identify the  
7 protected portion(s) (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identifies  
9 on the record, before the close of the deposition as protected testimony.

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

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

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37-1 et seq.  
28

1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all parties shall continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party’s designation until the Court rules on the challenge.

8           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

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

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

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

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

4 (d) the court and its personnel;

5 (e) private court reporters and their staff to whom disclosure is reasonably  
6 necessary for this Action and who have signed the “Acknowledgment and Agreement  
7 to Be Bound” (Exhibit A);

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

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

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
15 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
16 (Exhibit A); and (2) they will not be permitted to keep any confidential information  
17 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
18 unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
19 transcribed deposition testimony or exhibits to depositions that reveal Protected  
20 Material may be separately bound by the court reporter and may not be disclosed to  
21 anyone except as permitted under this Protective Order; and

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

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
25 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
26 writing by the Designating Party, a Receiving Party may disclose any information or  
27 item designated “HIGHLY CONFIDENTIAL” only to:

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

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

7 (c) the court and its personnel;

8 (d) private court reporters and their staff to whom disclosure is reasonably  
9 necessary for this Action and who have signed the “Acknowledgment and Agreement  
10 to Be Bound” (Exhibit A);

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

14 (f) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information; and

16 (g) any mediator or settlement officer, and their supporting personnel, mutually  
17 agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
19 PRODUCED IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
23 ONLY,” that Party must:

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

26 (b) promptly notify in writing the party who caused the subpoena or order  
27 to issue in the other litigation that some or all of the material covered by the subpoena

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1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Protective Order; and

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

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this action  
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
8 ONLY” before a determination by the court from which the subpoena or order issued,  
9 unless the Party has obtained the Designating Party’s permission, or unless otherwise  
10 required by the law or court order. The Designating Party shall bear the burden and  
11 expense of seeking protection in that court of its confidential material and nothing in  
12 these provisions should be construed as authorizing or encouraging a Receiving Party  
13 in this Action to disobey a lawful directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a  
17 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by  
19 Non-Parties in connection with this litigation is protected by the remedies and relief  
20 provided by this Order. Nothing in these provisions should be construed as  
21 prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to  
23 produce a Non-Party’s confidential information in its possession, and the Party is  
24 subject to an agreement with the Non-Party not to produce the Non-Party’s  
25 confidential information, then the Party shall:

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

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

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

6 (c) If a Non-Party represented by counsel fails to commence the process  
7 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice  
8 and accompanying information or fails contemporaneously to notify the Receiving  
9 Party that it has done so, the Receiving Party may produce the Non-Party's  
10 confidential information responsive to the discovery request. If an unrepresented  
11 Non-Party fails to seek a protective order from this court within 14 days of receiving  
12 the notice and accompanying information, the Receiving Party may produce the Non-  
13 Party's confidential information responsive to the discovery request. If the Non-Party  
14 timely seeks a protective order, the Receiving Party shall not produce any information  
15 in its possession or control that is subject to the confidentiality agreement with the  
16 Non-Party before a determination by the court unless otherwise required by the law  
17 or court order. Absent a court order to the contrary, the Non-Party shall bear the  
18 burden and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Protective Order, the Receiving Party must immediately (a) notify in writing the  
23 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
25 whom unauthorized disclosures were made of all the terms of this Order, and  
26 (d) request such person or persons to execute the "Acknowledgment and Agreement  
27 to Be Bound" (Exhibit A).

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1           11.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2                            PROTECTED MATERIAL

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

12           12.    MISCELLANEOUS

13           12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
14 person to seek its modification by the Court in the future.

15           12.2   Right to Assert Other Objections. No Party waives any right it otherwise  
16 would have to object to disclosing or producing any information or item on any  
17 ground not addressed in this Protective Order. Similarly, no Party waives any right  
18 to object on any ground to use in evidence of any of the material covered by this  
19 Protective Order.

20           12.3   Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
22 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
24 Protected Material at issue. If a Party's request to file Protected Material under seal  
25 is denied by the court, then the Receiving Party may file the information in the public  
26 record unless otherwise instructed by the court.

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
6 I have read in its entirety and understand the Protective Order that was issued by the  
7 United States District Court for the Central District of California on February 13, 2023  
8 in the case of *Rockmond Dunbar v. American Broadcast Companies, Inc., Twentieth*  
9 *Century Fox Television, A Unit of Twentieth Century Fox Film Corporation Doing*  
10 *Business As 20th Television*, Index No. 2:22-cv-01075 DMG-JC. I agree to comply  
11 with and to be bound by all the terms of this Protective Order and I understand and  
12 acknowledge that failure to so comply could expose me to sanctions and punishment  
13 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
14 any information or item that is subject to this Protective Order to any person or entity  
15 except in strict compliance with the provisions of this Order.

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

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

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

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

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