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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION

UNITED STATES OF AMERICA ex rel.  
THE HUMANE SOCIETY OF THE  
UNITED STATES,

Plaintiffs,

v.

WESTLAND/HALLMARK MEAT  
COMPANY, HALLMARK MEAT  
PACKING COMPANY, WESTLAND  
MEAT COMPANY, INC., M & M  
MANAGEMENT, LLC, CATTLEMAN'S  
CHOICE, INC., DONALD W.  
HALLMARK, DONALD R.  
HALLMARK, STEVE MENDELL,  
ANTHONY MAGIDOW as administrator  
with will annexed of the ESTATE OF  
AARON MAGIDOW a/k/a ARNIE  
MAGIDOW, and JOANN MAGIDOW,

Defendants.

No. EDCV 08-0221 VAP (OPx)

Hon. Oswald Parada

**ORDER GOVERNING THE  
TREATMENT OF  
CONFIDENTIAL INFORMATION**

Date: December [ ], 2010  
Crtrm: 3

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2           1.     This protective order (the “Protective Order”) shall govern the  
3 disclosure and use of all documents (including all “documents” as defined in Fed.  
4 R. Civ. P. 34(a)), deposition testimony, discovery responses and other materials,  
5 oral or written, including all copies and excerpts thereof (collectively “Material”)  
6 produced, exchanged or provided by (i) Plaintiff United States of America, (ii)  
7 Relator The Humane Society of the United States (the “Humane Society”), (iii)  
8 Defendant Hallmark Meat Packing Company, (iv) Defendant Westland Meat  
9 Company, Inc., (v) Defendant M & M Management, LLC, (vi) Defendant  
10 Cattleman’s Choice, Inc., (vii) Defendant Donald W. Hallmark, (viii) Defendant  
11 Donald R. Hallmark, (ix) Defendant Steve Mendell, (x) Defendant Anthony  
12 Magidow as Administrator of the Estate of Aaron Magidow a/k/a Arnie Magidow,  
13 and (xi) Defendant JoAnn Magidow (collectively, the “Parties,” and individually,  
14 each a “Party”) during the course of this Action or by nonparties, either voluntarily  
15 or as required by discovery demands made pursuant to the Federal Rules of Civil  
16 Procedure.

17           2.     As used in this Protective Order, “person” includes any  
18 individual, entity, natural person, or any business, legal or governmental entity or  
19 association. “Producing Person” refers to any person that produces discovery  
20 material. “Receiving Person” refers to any person that receives discovery material  
21 subject to this Protective Order.

22           3.     Nothing in this Protective Order shall apply to any Material that  
23 (i) is already in a non-Producing Person’s possession at the time it is produced and  
24 is not subject to or governed by any other confidentiality agreement or restrictions,  
25 (ii) becomes generally available to the public other than as a result of disclosure in  
26 violation of this Protective Order or in breach of other legal obligations, or (iii)  
27 becomes available to a non-Producing Person through voluntary or required  
28 production from a person or Party who obtained the Material without

1 confidentiality restriction. This Protective Order does not alter, modify or expand  
2 any obligation or duty of any Party to produce any Confidential Material or Highly  
3 Confidential Material.

4           4. Any Party may designate material it produces during discovery  
5 as Confidential Material if such Party in good faith considers the material to meet  
6 the standards set forth in Rule 26(c) of the Federal Rules of Civil Procedure: (i)  
7 material that is, reflects, or reveals commercial, financial, business, or personal  
8 information the public disclosure of which may adversely affect the Party, its  
9 employees (or a third party that supplied the Material), or other confidential  
10 information entitled to protection under the Federal Rules of Civil Procedure, or  
11 any other applicable law, rule or regulation, or (ii) material that is the subject of  
12 another confidentiality agreement. It is the intent of the Parties that materials will  
13 not be designated as Confidential Material for tactical reasons in this case and that  
14 nothing be so designated without a good faith belief that there is good cause why it  
15 should not be part of the public record in this case.

16           5. Confidential Material shall be subject to the following  
17 restrictions:

18           a. Confidential Material shall be used solely for the purpose  
19 of preparing for, and conducting, the prosecution or defense of this  
20 Action, including any appeals thereof, and shall not be used by the  
21 Parties or any other person for any commercial, business, competitive  
22 or other purpose.

23           b. Confidential Material shall not be given, shown, made  
24 available or communicated in any way to anyone except those persons  
25 specified in subparagraph (c) below to whom it is necessary that such  
26 Confidential Material be given or shown for the purposes permitted  
27 under subparagraph (a) above.

28           c. Confidential Material may be disclosed, for the purposes

1 set forth in subparagraph (a) above, only to a “Qualified Person,”  
2 defined as follows:

3 i. counsel of record for the Parties, and  
4 attorneys, paralegal, clerical and other staff employed or  
5 retained by such counsel who are assisting in the conduct  
6 of the Action;

7 ii. in-house counsel of the Parties;

8 iii. those officers, directors, trustees, executors,  
9 and representatives of the Parties deemed necessary to aid  
10 counsel in the conduct of the Action;

11 iv. any and all individual Defendants in this  
12 Action;

13 v. witnesses (other than Parties) at any  
14 deposition or hearing in the Action and counsel for such  
15 witness;

16 vi. such consultants, experts, and investigators  
17 (including their professional staffs) retained by the  
18 Parties, or their respective counsel, as they in good faith  
19 deem necessary to provide assistance in connection with  
20 the conduct of the Action;

21 vii. the United States District Court for the  
22 Central District of California (the “Court”) or any court to  
23 which is matter is appealed (collectively, the “Courts”),  
24 court personnel, and jurors, potential jurors or alternate  
25 jurors;

26 viii. court reporters, videographers and their  
27 employees used in connection with the conduct of this  
28 Action;

1 ix. outside photocopying, graphic production  
2 services, litigation support services, and document hosting  
3 vendors retained by the Parties, or their respective  
4 counsel, as they in good faith deem necessary to provide  
5 assistance in connection with the conduct of the Action;  
6 and

7 x. persons who are or were authors or  
8 recipients of the Confidential Material.

9 6. Except for Qualified Persons defined in subsections 5(c)(vi),  
10 (vii), and (viii), each person described in subparagraph 5(c) to whom Confidential  
11 Material is disclosed shall first be advised that such Confidential Material is being  
12 disclosed pursuant and subject to the terms of this Protective Order and that  
13 Confidential Material may not be disclosed other than pursuant to the terms hereof.  
14 Prior to disclosing Confidential Material to any person described in subparagraph  
15 5(c)(ii), (iii), (iv), (v) and (vi) above, counsel shall cause each such person to  
16 execute a Certificate in the form annexed hereto as Exhibit A. Counsel shall be  
17 responsible for retaining executed certificates.

18 7. Certain Confidential Material (“Highly Confidential Material”)  
19 may be designed “Highly Confidential-Attorneys’ Eyes Only” if a Party in good  
20 faith believes that the material discloses (i) personal information regarding the  
21 identity of The Humane Society’s investigator, the disclosure of which could  
22 endanger the investigator or impair his ability to engage in future undercover  
23 investigations in the meat processing industry or (ii) The Humane Society’s  
24 investigative procedures and techniques, the disclosure of which could imperil  
25 ongoing investigations and undermine The Humane Society’s ability to conduct  
26 future investigations. The persons listed in Paragraph 5(c)(ii), (v) and (vi) shall be  
27 allowed access to Highly Confidential Material only after counsel has provided a  
28 copy of this Protective Order and causes each such person to execute a Certificate

1 in the form attached as Exhibit A thereto. No persons listed in Paragraph 5(c)(iii)  
2 or (iv) shall be given access to Highly Confidential Material unless (i) the Material  
3 was produced by the person or the current employer of the person; (ii) the person  
4 initially created, sent or received such Material; (iii) each person or party that  
5 designated the documents or materials as Highly Confidential Material consents to  
6 such access; or (iv) the Court orders such access. It is the intent of the Parties that  
7 materials will not be designated as Highly Confidential Material for tactical  
8 reasons in this case and that nothing be so designated without a good faith belief  
9 that there is good cause why it should not be part of the public record in this case.

10           8. All documents designated as Confidential Material or Highly  
11 Confidential Material shall be so designated by stamping the media in which the  
12 documents are transmitted, or by stamping each page of the document  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Documents may be  
14 designated as Confidential Material or Highly Confidential Material at any time.  
15 Without limiting the foregoing sentence in any way, a Party may designate a  
16 document as CONFIDENTIAL or HIGHLY CONFIDENTIAL after it was earlier  
17 produced without such a designation, and such production, in and of itself, shall  
18 not prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of  
19 confidentiality to which the Producing Person would otherwise be entitled. Any  
20 documents designated as Confidential Material or Highly Confidential Material  
21 prior to the Court’s issuance of an order on this Protective Order shall be treated  
22 the same in all respects as documents designated as Confidential Material or  
23 Highly Confidential material after the entry of the Protective Order, provided that  
24 the Court enters this or a similar order. This Protective Order also treats as  
25 Confidential Material and Highly Confidential Material oral communications  
26 designated as such either orally (provided that such designation was recorded by a  
27 court reporter) or in writing.

28           9. Information or testimony disclosed at a deposition may be

1 designated as Confidential Material or Highly Confidential Material by the person  
2 providing such testimony, or his or her counsel, or by any Party, or by a Producing  
3 Person if such person has a good faith belief that the information or testimony  
4 meets the standards set forth in Paragraphs 4 and/or 7 of this Protective Order, and  
5 either:

6           a.     identifies on the record at the deposition those portions of  
7           the testimony that are designated as Confidential Material or Highly  
8           Confidential Material; or

9           b.     provides written notification to all Parties within twenty  
10          (20) days of the court reporter's release of the final transcript of the  
11          deposition as to those pages and lines of the transcript that are  
12          designated as Confidential Material or Highly Confidential Material.

13 Except to the extent the Parties otherwise agree, the entire transcript of any  
14 deposition shall be treated as Highly Confidential Material until ten (10) days after  
15 the court reporter's release of the deposition transcript. Each page of a deposition  
16 transcript designated in whole or in part as Confidential Material or Highly  
17 Confidential Material shall be stamped, as set forth in paragraph 8 above, by the  
18 court reporter or by counsel. If counsel for any Party believes that a question put  
19 to a witness being examined in pretrial deposition will disclose Confidential  
20 Material or Highly Confidential Material, or that the answer to any question or  
21 questions requires such disclosure, or if documents to be used as exhibits during  
22 the examination contain such Confidential Material or Highly Confidential  
23 Material, such counsel may so notify requesting counsel, and, in that event, that  
24 portion of the deposition shall be taken in the presence only of counsel, parties to  
25 this Action, the court reporter, video operator and their assistants, and persons who  
26 have signed a receipt acknowledging the receipt of this Protective Order. The  
27 court reporter shall indicate in the transcript the portion of the transcript that is to  
28 be kept confidential or highly confidential, and shall mark the cover page of the

1 transcript accordingly.

2           10. This Protective Order does not address the use of Confidential  
3 Material or Highly Confidential Material for use at trial. The Parties agree to meet  
4 and confer regarding use of Confidential Material or Highly Confidential Material  
5 in connection with trial and to raise the issue with the Court at an appropriate time.

6           11. No Party concedes that any discovery material designated by  
7 any other person as Confidential Material or Highly Confidential Material under  
8 any provision of this Protective Order in fact contains or reflects trade secrets,  
9 proprietary or confidential information, or has been properly designated as  
10 Confidential Material or Highly Confidential Material, and entering into this  
11 Protective Order shall not prejudice the right of a Party to seek, at any time, a  
12 determination by the Court of whether any particular document or information  
13 should be subject to the terms of this Protective Order.

14           12. A Receiving Person shall not be obliged to challenge the  
15 propriety of a designation of documents or other material as Confidential Material  
16 or Highly Confidential Material at the time made, and failure to do so shall not  
17 preclude a subsequent challenge thereof. If at any time a Receiving Person objects  
18 in good faith to a Confidential Material or Highly Confidential Material  
19 designation under this Protective Order, the Receiving Person shall notify the  
20 Producing Person in writing. The Receiving Person shall identify the information  
21 in question and shall specify in reasonable detail the reason or reasons for the  
22 objection, and shall otherwise comply with Local Civil Rule 37-1. Within ten (10)  
23 calendar days of the receipt of such written notice, the Producing Person and the  
24 Receiving Person shall meet and confer in a good faith effort to resolve their  
25 differences. If the disagreement cannot be resolved, the Producing Person may  
26 apply to the Court within ten (10) calendar days for a protective order affirming the  
27 Producing Person's Confidential Material or Highly Confidential Material  
28 designation. The application of the Producing Person shall comply with Local



1 Civil Rules 37-2 and 37-3. This Protective Order shall not affect the burden of  
2 proof with respect to the propriety of the designation. While any such application  
3 is pending, the Confidential Material or Highly Confidential Material subject to  
4 that application will be treated in accordance with its original designation until the  
5 Court rules.

6 13. If any Receiving Person (a) is subpoenaed in another action, or  
7 (b) is served with a demand in another action to which he, she, or it is a party,  
8 seeking Confidential Material or Highly Confidential Material under this  
9 Protective Order, the Receiving Person shall give written notice, by e-mail, within  
10 three (3) business days of receipt of such subpoena or demand to those who  
11 produced or designated the discovery material as Confidential Material or Highly  
12 Confidential Material. The Producing Person shall be responsible for seeking a  
13 protective order or similar court-ordered relief to prevent the requested production.  
14 Should the Producing Person seek a protective order or similar court-ordered relief,  
15 then the Receiving Person shall not produce any of the Producing Person's  
16 Confidential Material or Highly Confidential Material until a final decision that is  
17 no longer subject to appellate review orders such production, provided that the  
18 Producing Party has filed a Notice of Appeal or Motion for Permission to Appeal  
19 from a lower court order not later than thirty (30) days after Notice of Entry of that  
20 order is served.

21 14. Within thirty (30) days after the final termination of this Action,  
22 including any appeals, each counsel shall use all commercially reasonable efforts  
23 to return all Confidential Material or Highly Confidential Material in his or her  
24 possession, custody or control, and all copies, portions, summaries, or abstracts  
25 thereof to counsel for the Producing Person or shall certify destruction thereof, at  
26 the discretion of and in accordance with the direction of the Producing Person. If  
27 the Confidential Material or Highly Confidential Material is destroyed, counsel  
28 shall, within seven (7) days following such destruction, certify in writing to the

1 Producing Person that all such material within its possession or control has been  
2 destroyed. Notwithstanding the foregoing, counsel for the Parties may retain a file  
3 copy of court papers, deposition and trial transcripts, and attorney work product  
4 created in connection with this Action that include Confidential Material or Highly  
5 Confidential Material, provided that such material shall continue to be kept  
6 confidential or highly confidential pursuant to this Protective Order, court order or  
7 agreement with the Producing Person.

8 15. Nothing in this Protective Order shall be deemed a waiver of  
9 any of the Parties' rights to oppose any discovery on any grounds or to object on  
10 any ground to the admission in evidence at any motion hearing or the trial of this  
11 Action of any matter discovered.

12 16. Notwithstanding any provision contained herein, nothing in this  
13 Protective Order shall restrict in any way the right of any Party to make use of its  
14 own Confidential Material or Highly Confidential Material in any way it deems fit,  
15 or modify the terms of any other agreements, stipulations, laws or orders governing  
16 the treatment of confidential documents by any Party.

17 17. This Protective Order shall be deemed effective as to any Party,  
18 its attorneys, agents and representatives, upon execution by such Parties. When  
19 effective, this Protective Order applies to any Confidential Material or Highly  
20 Confidential Material provided prior to its execution. Each Party acknowledges  
21 that it is aware that the use of Confidential Material or Highly Confidential  
22 Material produced in connection with the above-referenced case for any purpose  
23 inconsistent with the terms of this Protective Order will violate this Stipulation.

24 18. This Protective Order shall be without prejudice to and does not  
25 impair the ability or rights of any Party to seek further limits on disclosure or  
26 protections for the confidentiality of any Confidential Material and/or Highly  
27 Confidential Material in addition to the limits and protections provided herein.  
28 Accordingly, the Parties reserve the right to seek further modification of this

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Protective Order from the Court.

19. The terms and limitations of this Protective Order shall not be modified or deviated from except upon written stipulation by counsel for the Parties or by Order of this Court.

IT IS SO ORDERED.

Dated: 1/7/11



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OSWALD PARADA  
United States Magistrate Judge

**EXHIBIT A**

The undersigned hereby acknowledges that he/she has read the Protective Order dated \_\_\_\_\_, in the action entitled *United States of America ex rel. The Humane Society of the United States v. Westland/Hallmark Meat Company, et al.*, Case No. EDCV 08-0221 VAP (Opx), and understands and agrees to be bound by the terms thereof.

DATED: \_\_\_\_\_ By: \_\_\_\_\_

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