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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION

MARSHALL SALKIN, an individual; ELLEN SALKIN, an individual,

Plaintiffs,

vs.

UNITED SERVICES AUTOMOBILE ASSOCIATION; USAA LIFE INSURANCE COMPANY; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. EDCV 10-01322 VAP (OPx)  
ORDER GRANTING STIPULATION RE PROTECTIVE ORDER

Good cause appearing, the Court approves and enters the Stipulation Re Protective Order on the terms set forth below.

1. The term "Confidential Material" as used in this Order shall mean all documents designated as such by the party to this action providing it or by the party to whom such information relates, as follows: In the case of documents and the information contained therein, designation shall be made by means of the following legend placed on each page of any such document prior to production:

1 **“CONTAINS CONFIDENTIAL MATERIAL, SUBJECT TO PROTECTIVE**  
2 **ORDER.”**

3 (a) In the case of discovery responses and the information contained  
4 therein, designation shall be made by means of a statement at the conclusion of  
5 such responses specifying that the responses or parts thereof are designated as  
6 confidential. The following legend shall be placed on the front of any discovery  
7 response containing information designated as confidential and on each page of the  
8 discovery response that is deemed confidential: **“CONTAINS CONFIDENTIAL**  
9 **MATERIAL, SUBJECT TO PROTECTIVE ORDER.”**

10 (b) In the case of depositions and hearings, designation of the  
11 portion of the transcript (including exhibits) which contains Confidential Material  
12 shall be made by counsel for the party whose Confidential Material is involved by  
13 (a) making a statement to such effect on the record in the course of the deposition  
14 or hearing; or (b) sending a letter to all counsel within the time permitted for the  
15 review and signing of the deposition by the witness or within 45 days of receipt of  
16 the transcript of the hearing. If such designation is made, the original and each  
17 copy of the transcript which contains Confidential Material shall bear (or shall be  
18 modified by counsel to bear) the following legend on the cover thereof:  
19 **“CONTAINS CONFIDENTIAL MATERIAL, SUBJECT TO PROTECTIVE**  
20 **ORDER.”**

21 2. Confidential Material shall be used solely for the purpose of  
22 conducting this litigation and not for any other purpose whatsoever. For the purpose  
23 of conducting this litigation, Confidential Material may be used by, copied by,  
24 exhibited to, or disclosed to only the following persons or entities:

- 25 (a) The parties to this action;
- 26 (b) The attorneys for plaintiffs and defendant and their respective  
27 employees;
- 28

1 (c) Any person from whom testimony is taken or to be taken in this  
2 action, except that such person may be shown copies of Confidential Material only  
3 during his or her testimony and in preparation therefore, to the extent relevant to  
4 such testimony, and may not retain any Confidential Material;

5 (d) Consultants, experts and investigators employed by plaintiffs or  
6 defendant, or their attorneys, in the prosecution or defense of any aspect of this  
7 litigation;

8 (e) Court reporters used in connection with this action and their  
9 employees;

10 (f) The Court and its staff; and

11 (g) The jury, if any, in the trial of this case.

12 No disclosure shall be made to any person pursuant to subparagraphs  
13 (c), (d) or (e) of this paragraph until such person has executed an Understanding  
14 and Agreement to be bound by this Stipulated Protective Order in the form attached  
15 hereto as Exhibit A. With respect to consultants and/or investigators employed by  
16 the parties to this litigation, Exhibit A will be fully executed and will be retained by  
17 counsel for the party employing the respective consultant or expert.

18 3. All persons described in paragraphs 2(a) through (g) above are  
19 prohibited from disclosing any portion of Confidential Material to any other person,  
20 or from using any information obtained therefrom except in conformance with this  
21 Stipulated Protective Order.

22 4. Nothing in this Stipulated Protective Order shall prevent any use of  
23 information which is available outside the discovery process in this action.

24 5. Any motion papers, briefs, memoranda, affidavits, declarations,  
25 exhibits, transcripts or other papers filed with the Clerk of the Court that contain any  
26 Confidential Material shall be filed under seal by the filing party in accordance with  
27 Central District Local Rule 79-5.1.

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1           6.     If any party or non-party bound by this Stipulated Protective Order  
2 intends to disclose, discuss or otherwise refer to any Confidential Material in open  
3 court at any hearing or trial, such person shall notify the Court, the party that  
4 designated the Confidential Material as “Confidential,” and all other parties to this  
5 Action of its intention to do so.

6           7.     Notwithstanding anything to the contrary in paragraphs 5 and 6, any  
7 party may use without restriction, irrespective of whether such document or  
8 information has been designated as Confidential Material:

9                   (a)    its own documents or information;

10                   (b)   documents or information concerning or reflecting transactions  
11 or communications to which it is a party; and

12                   (c)   documents or information developed or obtained independently  
13 of discovery in this action.

14           8.     This Stipulated Protective Order shall apply with equal force to any  
15 and all copies, extracts, compilations, summaries and oral recitation of Confidential  
16 Material.

17           9.     Within sixty (60) days of final termination of this action, or sooner if  
18 so ordered by this Court, counsel for the receiving party shall transmit all protected  
19 subject matter (including all copies thereof) produced during the action to counsel  
20 for the producing or disclosing party.

21           10.    A party shall not be obligated to challenge the propriety of a  
22 confidentiality designation at the time made, and failure to do so shall not preclude a  
23 subsequent challenge to such designation. In the event any party to this action  
24 objects, at any stage of the proceedings, to the designation of a document or  
25 testimony as confidential, the parties shall try first to resolve such dispute in good  
26 faith on an informal basis. If the dispute cannot be resolved informally, the  
27 objecting party may, on notice to all other parties, apply to the Court for appropriate  
28 relief. The supplying party seeking to maintain the confidentiality of the

1 information shall have the burden of establishing that the document or testimony is  
2 entitled to confidential treatment. If an application to the Court is made, the  
3 document or testimony shall continue to be treated as confidential until the Court  
4 enters an order determining otherwise.

5 11. Any dispute concerning the application of this Order shall be heard by  
6 the Court upon motion by the objecting party.

7 12. The parties agree that this stipulation is binding upon them regardless  
8 of whether the Order is signed by the Court.

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10 IT IS SO ORDERED.

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12 Dated: 7/11/, 2011



13  
14 Honorable Oswald Parada  
United States Magistrate Judge

15 RESPECTFULLY SUBMITTED,  
16 MANATT, PHELPS & PHILLIPS, LLP  
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