



1 employees under counsel’s direct supervision, and such persons as are employed by  
2 counsel to act as experts in this action. The information considered as  
3 “confidential” and disclosed only in accord with the terms of this paragraph shall  
4 include, without limitation, all of the Defendant’s policies and procedures, as well  
5 as personnel records, including disciplinary records, identity, or any other  
6 information or documentation supplied by the Defendant in response to Plaintiff’s  
7 Interrogatories or Requests for Production.

8 2. Counsel for Plaintiff shall use all documents and information produced  
9 or disclosed by the Defendant solely for the purposes of preparation for and trial of  
10 this action. Under no circumstances shall information or materials covered by this  
11 Protective Order be disclosed to anyone other than Plaintiff’s counsel of record in  
12 this action, paralegals, secretarial employees under counsel’s direct supervision, and  
13 such persons employed to act as experts in this action. At the conclusion of the  
14 proceedings in this action, all documents and information subject to this Order  
15 including any copies or extracts or summaries thereof, or documents containing  
16 information taken therefrom, shall be returned to counsel for the Defendant.

17 3. Prior to disclosure of any documents designated as “confidential” to  
18 paralegals or secretarial employees of counsel or Plaintiff, counsel for Plaintiff shall  
19 require such employees to read this Protective Order and agree to be bound by its  
20 terms.

21 4. If counsel for Plaintiff determines that for purposes of this action,  
22 documents or information produced by the Defendant and designated as  
23 “confidential” must be revealed to a person employed to act as an expert in this  
24 action, then counsel may reveal the designated documents or information to such  
25 person, after first complying with the following:

- 26 (a) Counsel for the Plaintiff shall have the expert read this Order and shall  
27 explain the contents thereof to such expert.

1 (b) Counsel for the Plaintiff shall require such expert to sign a copy of this  
2 protective order that states: "I have read and understood the terms of  
3 this protective order. I further agree to be bound by its terms."

4 Nothing in this paragraph shall be deemed to enlarge the right of  
5 Defendant to conduct discovery of any of Plaintiff's experts, except  
6 solely with respect to the ability of such expert to protect confidential  
7 information and documents from re-disclosure.

8 5. In accordance with Local Rule 79-5.1, any papers filed with the Court  
9 that contain information that has been designated as "Confidential" or "Attorneys'  
10 Eyes Only," shall be accompanied by an application to file the papers or the portion  
11 thereof containing the designated information under seal; and the application shall  
12 be directed to the judge to whom the papers are directed. For motions, the parties  
13 shall file a redacted version of the motion and supporting papers.

14 6. At the conclusion of the proceedings in this action, all documents and  
15 information subject to this Order, including any copies or extracts or summaries  
16 thereof, or documents containing information taken therefrom, shall be returned to  
17 counsel for the Defendant, at the expense of herein Defendant, with Plaintiff  
18 returning the said documents by parcel post with tracking.

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**AGREED ORDER OF PROTECTION**

CHARLES & HOWELL

15250 Venture Boulevard, Ninth Floor

1           7.     This Order is subject to revocation and modification by Order of the  
2 Court upon written stipulation of the parties, or upon motion and reasonable notice,  
3 including opportunity for hearing and presentation of evidence.

4           Entered this 4th day of August, 2011.

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8 **Honorable Oswald Parada**  
**United States Magistrate Judge**

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12 **THARPE & HOWELL**

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**15250 Ventura Boulevard, Ninth Floor**