



1 PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for Entry of  
2 Protective Order re Confidential Documents”), and pursuant to the Court’s inherent and statutory  
3 authority, including but not limited to the Court’s authority under the applicable Federal Rules of  
4 Civil Procedure and the United States District Court, Central District of California Local Rules;  
5 after due consideration of all of the relevant pleadings, papers, and records in this action; and upon  
6 such other evidence or argument as was presented to the Court; Good Cause appearing therefor, and  
7 in furtherance of the interests of justice,

8 IT IS HEREBY ORDERED that:

9 **1. PURPOSES AND LIMITATIONS.**

10 Disclosure and discovery activity in this action are likely to involve production of  
11 confidential, proprietary, or private information for which special protection from public disclosure  
12 and from use for any purpose other than prosecuting or defending this litigation would be warranted.  
13 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulation  
14 and an associated Order.

15 The parties acknowledge that this Stipulation and associated Order does not confer blanket  
16 protections on all disclosures or responses to discovery and that the protection it affords extends  
17 only to the specified information or items that are entitled to treatment as confidential.

18 The parties further acknowledge, as set forth below, that this Stipulation and Order creates  
19 no entitlement to file confidential information under seal, except to the extent specified herein;  
20 Central District Local Rules 79-5.1 and 79-5.2 set(s) forth the procedures that must be followed and  
21 reflects the standards that will be applied when a party seeks permission from the court to file  
22 material under seal.

23 Nothing in this Stipulation or associated Order shall be construed so as to require or mandate  
24 that any Party disclose or produce privileged information or records that could be designated as  
25 Confidential Documents/Protected Material hereunder.

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1                   **STIPULATION FOR PROTECTIVE ORDER RE CONFIDENTIAL RECORDS**

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3                   **2. DEFINITIONS.**

4                   2.1.    Party: any party to this action, including all of its officers, directors, employees,  
5 agents, consultants, retained experts, house counsel and outside counsel (and/or the support staff  
6 thereof).

7                   2.2.    Disclosure or Discovery Material: all items or information, regardless of the medium  
8 or manner generated, stored or maintained (including, among other things, testimony, transcripts, or  
9 tangible things) that are produced – or generated in disclosures or responses to discovery – by any  
10 Party in this matter.

11                  2.3.    “Confidential” Information or Items: information (regardless of the medium or how  
12 generated, stored, or maintained) or tangible things that qualify for protection under standards  
13 developed under [Federal Rule of Civil Procedure 26\(c\)](#) and/or applicable federal privileges. This  
14 material includes, but is not limited to, medical records, psychotherapeutic records, and autopsy  
15 photographs; as well as peace officer personnel records as defined by [California Penal Code sections](#)  
16 [832.8](#), [832.5](#), [832.7](#) and the associated case law; and other similar confidential records designated  
17 as such.

18                  2.4.    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party, including a Party that has noticed or subpoenaed and is taking a deposition or  
20 comparable testimony.

21                  2.5.    Producing Party: a Party or non-party that produces Disclosure or Discovery  
22 Material in this action, including a Party that is defending a deposition noticed or subpoenaed by  
23 another Party; additionally, for the limited purpose of designating testimony subject to this  
24 Stipulation and Order pursuant to section 6.2(b) (*infra*), a “Producing Party” shall also be construed  
25 to include a Party that is attending and/or participating in a non-party deposition noticed/subpoenaed  
26 by another Party.

27                  2.6.    Designating Party: a Party or non-party public entity employer of a Party that  
28 designates information or items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

2 2.7. Protected Material: any Disclosure or Discovery Material that is designated as  
3 “CONFIDENTIAL” under the provisions of this Stipulation and Protective Order. (The term  
4 “Confidential Document” shall be synonymous with the term “Protected Material” for the purposes  
5 of this Stipulation and any associated Protective Order.)

6 2.8. Outside Counsel: attorneys who are not employees of a Party but who are retained  
7 to represent or advise a Party in this action (as well as their support staffs).

8 2.9. House Counsel: attorneys who are employees of a Party (as well as their support  
9 staffs).

10 2.10. Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
11 support staffs).

12 2.11. Expert: a person with specialized knowledge or experience in a matter pertinent to  
13 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
14 consultant in this action and who is not a past or a current employee of a Party and who, at the time  
15 of retention, is not anticipated to become an employee of a Party or a competitor of a Party’s; as  
16 well as any person retained, designated, or disclosed by a Party as an expert pursuant to Federal  
17 Rule of Civil Procedure 26(a)(2) or other applicable discovery Rules or statutes.

18 2.12. Professional Vendors: persons or entities that provide litigation support services  
19 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; and/or  
20 organizing, storing, retrieving data in any form or medium; etc.); and their employees and  
21 subcontractors.

22 **3. SCOPE OF PROTECTION.**

23 The protections conferred by this Stipulation and its associated Order cover not only  
24 Protected Material/Confidential Documents (as defined above), but also (1) any information copied  
25 or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
26 Protected Material; and (3) any testimony, conversations, or presentations by Parties or their  
27 Counsel that might reveal Protected Material. However, the protections conferred by this  
28 Stipulation and its associated Order do *not* cover the following information: (a) any information that

1 is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public  
2 domain after its disclosure to a Receiving Party as a result of publication not involving a violation  
3 of this Order, including becoming part of the public record through trial or otherwise; and (b) any  
4 information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party  
5 after the disclosure from a source who obtained the information lawfully and under no obligation of  
6 confidentiality to the Designating Party.

7           Except to the extent specified herein (if any), any use of Protected Material at trial shall not  
8 be governed by this Order, but may be governed by a separate agreement or order.

9           Any use of Protected Material at trial shall be governed by the Orders of the trial judge: this  
10 Stipulation and its associated Protective Order do(es) not govern the use of Protected Material at  
11 trial.

#### 12 **4. DURATION OF PROTECTION.**

13           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
14 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
15 otherwise directs.

16           Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses  
17 in this action, with or without prejudice; and (2) final judgment herein after the completion and  
18 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
19 limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 20 **5. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL** 21 **DOCUMENTS.**

##### 22 5.1. Exercise of Restraint and Care in Designating Material for Protection.

23           Each Party or non-party that designates information or items for protection under this  
24 Stipulation and its associated Order must take care to limit any such designation to specific material  
25 that qualifies under the appropriate standards. A Designating Party must take care to designate for  
26 protection only those parts of material, documents, items, or oral or written communications that  
27 qualify – so that other portions of the material, documents, items or communications for which  
28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

5 If it comes to a Party's or a non-party's attention that information or items that it designated  
6 for protection do not qualify for protection at all, or do not qualify for the level of protection initially  
7 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the  
8 mistaken designation.

9 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order, or  
10 as otherwise stipulated or ordered, material that qualifies for protection under this Order must be  
11 clearly so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (apart from transcripts of depositions or other  
14 pretrial or trial proceedings, and regardless of whether produced in hardcopy or electronic form),  
15 that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains Protected  
16 Material. If only a portion or portions of the material on a page qualifies for protection, the  
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins) and must specify, for each portion that it is "CONFIDENTIAL." The  
19 placement of such "CONFIDENTIAL" stamp on such page(s) shall not obstruct the substance of  
20 the page's (or pages') text or content.

21 A Party or Non-Party that makes original documents or materials available for inspection  
22 need not designate them for protection until after the inspecting Party has indicated which material  
23 it would like copied and produced. During the inspection and before the designation, all of the  
24 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting  
25 Party has identified the documents it wants copied and produced, the Producing Party must  
26 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
27 before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL"  
28 legend to each page that contains Protected Material. If only a portion or portions of the material on

1 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
2 (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
4 Party or non-party offering or sponsoring the testimony identify on the record, before the close of  
5 the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions  
6 of the testimony that qualify as “CONFIDENTIAL.” When it is impractical to identify separately  
7 each portion of testimony that is entitled to protection, and when it appears that substantial portions  
8 of the testimony may qualify for protection, the Producing Party may invoke on the record (before  
9 the deposition or proceeding is concluded) a right to have up to twenty (20) days to identify the  
10 specific portions of the testimony as “CONFIDENTIAL.” Only those portions of the testimony that  
11 are appropriately designated as “CONFIDENTIAL” for protection within the 20 days shall be  
12 covered by the provisions of this Stipulation and its associated Protective Order.

13 The court reporter must affix to each such transcript page containing Protected Material the  
14 legend “CONFIDENTIAL,” as instructed by the Producing Party.

15 (c) for information produced in some form other than documentary, and for any other  
16 tangible items (including but not limited to information produced on disc or electronic data storage  
17 device), that the Producing Party affix in a prominent place on the exterior of the container or  
18 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only  
19 portions of the information or item warrant protection, the Producing Party, to the extent practicable,  
20 shall identify the protected portions, specifying the material as “CONFIDENTIAL.”

21 5.3. Inadvertent Failures to Designate. If timely corrected (preferably, though not  
22 necessarily, within 30 days of production or disclosure of such material), an inadvertent failure to  
23 designate qualified information or items as “CONFIDENTIAL” does not, standing alone, waive the  
24 Designating Party’s right to secure protection under this Stipulation and its associated Order for  
25 such material. If material is appropriately designated as “CONFIDENTIAL” *after* the  
26 material was initially produced, the Receiving Party, on timely notification of the designation, must  
27 make reasonable efforts to assure that the material is treated in accordance with this Stipulation and  
28 its associated Order.

1           5.4.    Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall not alter,  
2 edit, or modify any Protected Material so as to conceal, obscure, or remove a “CONFIDENTIAL”  
3 stamp or legend thereon; nor shall a Receiving Party take any other action so as to make it appear  
4 that Protected Material is not subject to the terms and provisions of this Stipulation and its associated  
5 Order. However, nothing in this section shall be construed so as to prevent a Receiving Party from  
6 challenging a confidentiality designation subject to the provisions of section 6, *infra*.

7    **6.        CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

8           6.1.    Timing of Challenges. Any Party or Non-Party may challenge a designation of  
9 confidentiality at any time that is consistent with the Court's Scheduling Order. Unless a prompt  
10 challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable  
11 substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
12 the litigation, a Party does not waive its right to challenge a confidentiality designation by electing  
13 not to mount a challenge promptly after the original designation is disclosed.

14           6.2.    Meet and Confer. Prior to challenging a confidentiality designation, a Challenging  
15 Party shall initiate a dispute resolution process by providing written notice of each specific  
16 designation it is challenging, and describing the basis (and supporting authority or argument) for  
17 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice  
18 must recite that the challenge to confidentiality is being made in accordance with this specific  
19 paragraph of the associated Protective Order. The parties shall attempt to resolve each challenge in  
20 good faith and must begin the process by conferring directly (in voice to voice dialogue, either in  
21 person, telephonically, or by other comparable means, but *not* by correspondence) within 14 days  
22 of the date of service of notice.

23           In conferring, the Challenging Party must explain the specific basis for its belief that the  
24 confidentiality designation was not proper and must give the Designating Party an opportunity to  
25 review the designated material, to reconsider the circumstances, and, if no change in designation is  
26 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the  
27 next stage of the challenge process only if it has engaged in this meet and confer process first or  
28 establishes that the Designating Party is unwilling to participate in the meet and confer process in a

1 timely manner.

2 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*, to harass or  
3 impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to  
4 sanctions.

5 6.3. Judicial Intervention. If the Parties cannot resolve a confidentiality challenge  
6 without court intervention, the Challenging Party shall file and serve a motion to remove  
7 confidentiality (under the applicable rules for filing and service of discovery motions) within 14  
8 days of the parties agreeing that the meet and confer process will not resolve their dispute, or by the  
9 first day of trial of this matter, whichever date is earlier – unless the parties agree in writing to a  
10 longer time.

11 The parties must strictly comply with Central District Local Rules 37-1 and 37-2 (including  
12 the joint stipulation re discovery dispute requirement) in any motion associated with this Protective  
13 Order.

14 Each such motion must be accompanied by a competent declaration affirming that the  
15 movant has complied with the meet and confer requirements imposed in the preceding paragraph.  
16 In addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
17 time if there is good cause for doing so, including a challenge to the designation of a deposition  
18 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
19 accompanied by a competent declaration affirming that the movant has complied with the meet and  
20 confer requirements imposed by the preceding paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the Designating  
22 Party, regardless of whether the Designating Party is the moving party or whether such Party sought  
23 or opposes judicial intervention. Frivolous challenges, and those made for an improper purpose (*e.g.*,  
24 to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging  
25 Party to sanctions. Unless the Designating Party has waived the confidentiality designation by  
26 failing to oppose a motion to remove confidentiality as described above, all parties shall continue to  
27 afford the material in question the level of protection to which it is entitled under the Producing  
28 Party's designation until the court rules on the challenge.

1           6.4.    Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a Designating  
2 Party may remove Protected Material/Confidential Documents from some or all of the protections  
3 and provisions of this Stipulation and its associated Order at any time by any of the following  
4 methods:

5           (a)    Express Written Withdrawal. A Designating Party may withdraw a  
6 “CONFIDENTIAL” designation made to any specified Protected Material /Confidential Documents  
7 from some or all of the protections of this Stipulation and its associated Order by an express  
8 withdrawal in a writing signed by such Party (or such Party’s Counsel, but not including staff of  
9 such Counsel) that specifies and itemizes the Disclosure or Discovery Material previously  
10 designated as Protected Material/Confidential Documents that shall no longer be subject to all or  
11 some of the provisions of this Stipulation and Order. Such express withdrawal shall be effective  
12 when transmitted or served upon the Receiving Party. If a Designating Party is withdrawing  
13 Protected Material from only some of the provisions/ protections of this Stipulation and Order, such  
14 Party must state which specific provisions are no longer to be enforced as to the specified material  
15 for which confidentiality protection hereunder is withdrawn: otherwise, such withdrawal shall be  
16 construed as a withdrawal of such material from all of the protections/provisions of this Stipulation  
17 and Order;

18           (b)    Express Withdrawal on the Record. A Designating Party may withdraw a  
19 “CONFIDENTIAL” designation made to any specified Protected Material/Confidential Documents  
20 from all of the provisions/protections of this Stipulation and its associated Order by verbally  
21 consenting in court proceedings on the record to such withdrawal – provided that such withdrawal  
22 specifies the Disclosure or Discovery Material previously designated as Protected Material/  
23 Confidential Documents that shall no longer be subject to any of the provisions of this Stipulation  
24 and Order. A Designating Party is not permitted to withdraw Protected Material from only some of  
25 the protections/provisions of this Stipulation and Order by this method;

26           (c)    Implicit Withdrawal by Publication or Failure to Oppose Challenge. A Designating  
27 Party shall be construed to have withdrawn a “CONFIDENTIAL” designation made to any specified  
28 Protected Material/Confidential Documents from all of the provisions/protections of this Stipulation

1 and Order by either (1) making such Protected Material/Confidential Records part of the public  
2 record – including but not limited to attaching such as exhibits to any filing with the court without  
3 moving, prior to such filing, for the court to seal such records; or (2) failing to timely oppose a  
4 Challenging Party’s motion to remove a “CONFIDENTIAL” designation to specified Protected  
5 Material/Confidential Documents. Nothing in this Stipulation and Order shall be construed so as to  
6 require any Party to file Protected Material/Confidential Documents under seal, unless expressly  
7 specified herein.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

9 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
10 produced by another Party or by a non-party in connection with this case only for preparing,  
11 prosecuting, defending, or attempting to settle this litigation – up to and including final disposition  
12 of the above-entitled action – and not for any other purpose, including any other litigation or dispute  
13 outside the scope of this action. Such Protected Material may be disclosed only to the categories of  
14 persons and under the conditions described in this Stipulation and its associated Order. When the  
15 above entitled litigation has been terminated, a Receiving Party must comply with the provisions of  
16 section 11, below (FINAL DISPOSITION).

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

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

23 (a) the Receiving Party’s Outside Counsel of record in this action, as well as employees  
24 of such Counsel to whom it is reasonably necessary to disclose the information for this litigation;

25 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
26 Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting  
27 receipt of such Protected Material, thereby agree to be bound by this Stipulation and Order;

28 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this litigation – each of whom, by accepting receipt of such  
2 Protected Material, thereby agree to be bound by this Stipulation and Order;

3 (d) court reporters, their staffs, and Professional Vendors to whom disclosure is  
4 reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected  
5 Material, thereby agree to be bound by this Stipulation and Order;

6 (e) during their depositions, witnesses in the action to whom disclosure is reasonably  
7 necessary – each of whom, by accepting receipt of such Protected Material, thereby agree to be  
8 bound by this Stipulation and Order. Pages of transcribed deposition testimony or exhibits to  
9 depositions that reveal Protected Material must have a confidential designation affixed by the court  
10 reporter to such pages containing Protected Material and such may not be disclosed to anyone except  
11 as permitted under this Stipulation and its Protective Order.

12 (f) the author or custodian of a document containing the information that constitutes  
13 Protected Material, or other person who otherwise possessed or knew the information.

14 7.3. Notice of Confidentiality. Prior to producing or disclosing Protected  
15 Material/Confidential Documents to persons to whom this Stipulation and its Order permits  
16 disclosure or production (see section 8.2, *supra*), a Receiving Party shall provide a copy of this  
17 Stipulation and Order to such persons so as to put such persons on notice as to the restrictions  
18 imposed upon them herein: except that, for court reporters, Professional Vendors, and for witnesses  
19 being provided with Protected Material during a deposition, it shall be sufficient notice for Counsel  
20 for the Receiving Party to give the witness a verbal admonition (on the record, for witnesses)  
21 regarding the provisions of this Stipulation and its Order and such provisions’ applicability to  
22 specified Protected Material at issue.

23 7.4. Reservation of Rights. Nothing in this Stipulation and Order shall be construed so  
24 as to require any Producing Party to designate any records or materials as “CONFIDENTIAL.”  
25 Nothing in this Stipulation and Order shall be construed so as to prevent the admission of Protected  
26 Material into evidence at the trial of this action, or in any appellate proceedings for this action, solely  
27 on the basis that such Disclosure or Discovery Material has been designated as Protected  
28 Material/Confidential Documents. Notwithstanding the foregoing, nothing in this Stipulation and

1 Order shall be construed as a waiver of any privileges or of any rights to object to the use or  
2 admission into evidence of any Protected Material in any proceeding; nor shall anything herein be  
3 construed as a concession that any privileges asserted or objections made are valid or applicable.  
4 Nothing in this Stipulation and Order shall be construed so as to prevent the Designating Party (or  
5 its Counsel or custodian of records) from having access to and using Protected Material designated  
6 by that Party in the manner in which such persons or entities would typically use such materials in  
7 the normal course of their duties or profession – except that the waiver of confidentiality provisions  
8 shall apply (see section 6.4(c), *supra*).

9       7.5. Requirement to File Confidential Documents Under Seal. Confidential Documents  
10 may be submitted in all law and motion proceedings before the Court if done so under seal pursuant  
11 to Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court, Central District  
12 of California Local Rules 79-5.1 and 79-5.2 (as applicable) and pursuant to the provisions of this  
13 Stipulation and any associated Order. If any Receiving Party attaches any Confidential Documents  
14 to any pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such  
15 Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules of Civil  
16 Procedure 5.2 and 26 and/or United States District Court, Central District of California Local Rules  
17 79-5.1 and 79-5.2 to the extent applicable.

18       However, this paragraph (¶ 7.5) shall not be construed so as to prevent a Designating Party  
19 or counsel from submitting, filing, lodging, or publishing any document it has previously designated  
20 as a Confidential Document without compliance with this paragraph’s requirement to do so under  
21 seal (i.e., a producing-disclosing party or counsel may submit or publish its own Confidential  
22 Documents without being in violation of the terms of this Stipulation and its Protective Order).

23       Furthermore, a Receiving Party shall be exempted from the requirements of this paragraph  
24 as to any specifically identified Confidential Document(s) where – prior to the submission or  
25 publication of the Confidential Document(s) at issue – the Designating Party of such specifically  
26 identified Confidential Document(s) has waived/withdrawn the protections of this Stipulation and  
27 its Order (pursuant to paragraph 6.4, *supra*).

28       A Receiving Party shall also be exempt from the sealing requirements of this paragraph (¶

1 7.5) where the Confidential Documents/Protected Material at issue is/are **not** documents, records,  
2 or information regarding or incorporating:

3 (1) private, personal information contained in peace officer personnel files (such as  
4 social security numbers, driver's license numbers or comparable personal government identification  
5 numbers, residential addresses, compensation or pension or personal property information, credit  
6 card numbers or credit information, dates of birth, tax records and information, information related  
7 to the identity of an officer's family members or co-residents, and comparable personal information  
8 about the officer or his family);

9 (2) any internal affairs, disciplinary findings, or comparable investigation by any law  
10 enforcement agency into alleged officer misconduct;

11 (3) any evaluation or performance review records; and/or

12 (4) the medical records or records of psychiatric or psychological treatment of any peace  
13 officer or party to this action.

14 Nothing in this paragraph shall be construed to bind the Court or its authorized staff so as to  
15 limit or prevent the publication of any Confidential Documents to the jury or factfinder, at the time  
16 of trial of this matter, where the Court has deemed such Confidential Documents to be admissible  
17 into evidence.

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 that compels  
21 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party  
22 must:

23 (a) promptly notify in writing the Designating Party, preferably (though not necessarily) by  
24 facsimile or electronic mail. Such notification shall include a copy of the subpoena or court order  
25 at issue;

26 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
27 other litigation that some or all of the material covered by the subpoena or order is subject to this  
28 Stipulation and its Protective Order. Such notification shall include a copy of this Stipulation and

1 its Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued by all sides in  
3 any such situation, while adhering to the terms of this Stipulation and its Order.

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

11 The purpose of this section is to ensure that the affected Party has a meaningful opportunity  
12 to preserve its confidentiality interests in the court from which the subpoena or court order issued.

13 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

14 9.1. Unauthorized Disclosure of Protected Material.

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
16 Material to any person or in any circumstance not authorized under this Stipulation and Order, the  
17 Receiving Party must immediately:

18 (a) notify in writing the Designating Party of the unauthorized disclosures;

19 (b) use its best efforts to retrieve all copies of the Protected Material;

20 (c) inform the person or persons to whom unauthorized disclosures were made of all the  
21 terms of this Order; and

22 (d) request such person or persons consent to be bound by the Stipulation and Order.

23 9.2. Inadvertent Production of Privileged or Otherwise Protected Material.

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
25 produced material is subject to a claim of privilege or other protection, the obligations of the  
26 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
27 is not intended to modify whatever procedure may be established in an e-discovery order that  
28 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)

1 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the parties may  
3 incorporate their agreement in the stipulated protective order submitted to the court.

4 **10. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

5 10.1. Filing of Protected Material.

6 Without advance written permission from the Designating Party, or a court order secured  
7 after appropriate notice to all interested persons, a Receiving Party may not file in the public record  
8 in this action any Protected Material. A Party that seeks to file under seal any Protected Material  
9 must comply with the applicable Federal and Local Rules.

10 10.2. Public Dissemination of Protected Material.

11 A Receiving Party shall not publish, release, post, or disseminate Protected Material to any  
12 persons except those specifically delineated and authorized by this Stipulation and its Order (see  
13 section 7, *supra*); nor shall a Receiving Party publish, release, leak, post, or disseminate Protected  
14 Material/Confidential Documents to any news media, member of the press, website, or public forum  
15 (except as permitted under section 7.5 regarding filings with the court in this action and under seal).

16 **11. FINAL DISPOSITION.**

17 Unless otherwise ordered or agreed in writing by the Producing Party, within thirty (30) days  
18 after the final termination of this action (defined as the dismissal or entry of judgment by the above  
19 named court, or if an appeal is filed, the disposition of the appeal), upon written request by the  
20 Producing Party, each Receiving Party must return all Protected Material to the Producing Party –  
21 whether retained by the Receiving Party or its Counsel, Experts, Professional Vendors, agents, or  
22 any non-party to whom the Receiving Party produced or shared such records or information.

23 As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
24 compilations, summaries or any other form of reproducing or capturing any of the Protected  
25 Material, regardless of the medium (hardcopy, electronic, or otherwise) in which such Protected  
26 Material is stored or retained.

27 In the alternative, at the discretion of the Receiving Party, the Receiving Party may destroy  
28 some or all of the Protected Material instead of returning it – unless such Protected Material is an

1 original, in which case, the Receiving Party must obtain the Producing Party's written consent  
2 before destroying such original Protected Material.

3           Whether the Protected Material is returned or destroyed, the Receiving Party must submit a  
4 written certification to the Producing Party (and, if not the same person or entity, to the Designating  
5 Party) within thirty (30) days of the aforementioned written request by the Designating Party that  
6 specifically identifies (by category, where appropriate) all the Protected Material that was returned  
7 or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,  
8 compilations, summaries or other forms of reproducing or capturing any of the Protected material  
9 (in any medium, including but not limited to any hardcopy, electronic or digital copy, or otherwise).

10           Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
11 pleadings, motion papers, transcripts, legal memoranda filed with the court in this action, as well as  
12 any correspondence or attorney work product prepared by Counsel for the Receiving Party, even if  
13 such materials contain Protected Material; however, any such archival copies that contain or  
14 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
15 (DURATION), above. This court shall retain jurisdiction in the event that a Designating Party elects  
16 to seek court sanctions for violation of this Stipulation and its Order.

17 **12. MISCELLANEOUS.**

18           12.1. Right to Further Relief. Nothing in this Stipulation and its Order abridges the right  
19 of any person to seek its modification by the Court in the future.

20           12.2. Right to Assert Other Objections. By stipulating to the entry of a Protective Order  
21 pursuant to this Stipulation, no Party waives any right it otherwise would have to object to disclosing  
22 or producing any information or item on any ground not addressed in this Stipulation and its Order.  
23 Similarly, no Party waives any right to object on any ground to use in evidence any of the material  
24 covered by this Stipulation and its Protective Order.

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1 The provisions of the parties' Stipulation and this Protective Order shall be in effect until further  
2 Order of the Court.

3 **IT IS SO ORDERED.**

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5 Dated: May 10, 2022

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7  
8 UNITED STATES MAGISTRATE JUDGE

9  
10 Respectfully Submitted By:

11 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
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