

1 JAMES A. ZAPP (SB# 94584)
 jameszapp@paulhastings.com
 2 FELICIA A. DAVIS (SB# 266523)
 feliciadavis@paulhastings.com
 3 PAUL, HASTINGS, JANOFSKY &
 4 WALKER LLP
 515 South Flower Street, 25th Floor
 5 Los Angeles, CA 90071-2228
 Telephone: (213) 683-6000
 6 Facsimile: (213) 627-0705

7 Attorneys for Defendant
 8 WALT DISNEY PARKS AND RESORTS
 9 U.S., INC.

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 ARNALDO PINTO; JUAN C. GUZMAN;
 13 JUAN FELIX VALÉNZUELA; FAUSTO
 14 C. TORRES; JESUS ENRIQUÉZ ACERO;
 BENJAMIN PUENTES; RICARDO
 15 RIVERA(Z);

16 Plaintiffs,

17 vs.

18 THE WALT DISNEY COMPANY and
 WALT DISNEY WORLD CO., through its
 19 division, DISNEYLAND RESORT;
 DISNEYLAND CRAFT MAINTENANCE
 20 COUNCIL; INTERNATIONAL UNIONS
 and the LOS ANGELES/ORANGE
 21 COUNTIES BUILDING AND
 CONSTRUCTION TRADES COUNCIL,
 22 AFL-CIO; UNITED ASSOCIATION OF
 JOURNEYMEN AND APPRENTICES
 23 UNION OF THE PLUMBING AND PIPE
 FITTING INDUSTRY OF THE UNITED
 24 STATES AND CANADA, AFL-CIO, and
 its LOCAL UNION NO. 582; LABORERS
 25 INTERNATIONAL UNION OF NORTH
 AMERICA, AFL-CIO, and its LOCAL
 26 UNION NO. 652; and DOES 1-5, inclusive;

27 Defendants.
 28

CASE NO. 8:10-CV-00184-AG-(MLGX)

[PROPOSED] PROTECTIVE
 ORDER

Judge: Hon. Andrew J. Guilford

1 Having considered the Parties' Joint Stipulation for Protective Order,
2 and good cause appearing therefore; the Court hereby orders the following:

3
4 Whereas, the parties agree that the discovery phase of the above-
5 entitled action may include the disclosure of confidential, private, proprietary or
6 competitively sensitive information.

7
8 Whereas, it is the parties' intention to provide a mechanism by which
9 full discovery of all relevant information may be obtained in a manner which
10 protects all parties from the risk of disclosure of confidential information to third
11 parties.

12
13 Whereas, CONFIDENTIAL means and includes information contained
14 or disclosed in any deposition testimony or exhibits, interrogatory responses,
15 responses to requests for admissions, responses to demands for inspection, and/or
16 documents produced by the parties to this action or by any third party that
17 constitutes confidential proprietary contractual documents not generally available to
18 the public, other confidential proprietary commercial information, private medical
19 information regarding individuals not a party to this action, or private personnel
20 records regarding individuals not a party to this action.

21
22 Whereas, the parties stipulate that any party to this Order may
23 reasonably and in good faith designate portions of a deposition transcript as
24 CONFIDENTIAL, provided such designation is made on the record during the
25 deposition or within thirty (30) calendar days after receipt of the deposition
26 transcript. Further, any party to this Protective Order may reasonably and in good
27 faith designate written discovery responses, documents, or other information as
28 CONFIDENTIAL provided such designation is stamped on the documents and/or

1 made in writing concurrently with the production of such documents, or within
2 thirty (30) calendar days after receipt of such documents.

3
4 Whereas, any party not in agreement with the designation of
5 testimony, written discovery responses, documents, or other information as
6 CONFIDENTIAL may object to the designation. The objecting party will notify, in
7 writing, Counsel for the designating party of the objected-to materials and the
8 grounds for the objection. If the dispute is not resolved consensually between the
9 parties within fourteen (14) calendar days of receipt of such a notice of objections,
10 the objecting party may move the Court for a ruling on the objection. The materials
11 at issue will be treated as CONFIDENTIAL, as designated by the designating party,
12 until the Court has ruled on the objection or the matter has been otherwise resolved.

13
14 Whereas, documents, testimony and other information designated as
15 CONFIDENTIAL will not be disclosed by the receiving party to anyone other than
16 those persons designated herein and will be handled in the manner set forth below
17 and, in any event, will not be used for any purpose other than in connection with
18 this litigation, unless and until such designation is removed either by agreement of
19 the parties, or by order of the Court.

20
21 Whereas, testimony, written discovery responses, documents, or other
22 information designated CONFIDENTIAL shall be held in strict confidence and
23 shall be disclosed only to:

24
25 (a) Attorneys of record, in-house counsel of any party, and their
26 respective legal assistants and staff;

27
28 (b) Parties to this action;

1 (c) Court reporters and interpreters of sworn proceedings;

2
3 (d) Non-party expert witnesses or consultants retained solely for the
4 purpose of this litigation; and

5
6 (e) Third-party witnesses to this action.
7

8 The documents and any information contained therein shall not be
9 disclosed to any other individual or entity other than the Court, the jury or a witness
10 during trial or deposition.
11

12 Whereas, all persons listed in Paragraphs 7(d) and 7(e) above may be
13 given access to testimony or documents designated as CONFIDENTIAL only after
14 they first confirm their understanding and agreement to abide by the terms of this
15 Protective Order by completing and signing a copy of the acknowledgement
16 attached to the parties' Joint Stipulation for Protective Order as Exhibit A.
17

18 Whereas, any document filed or lodged with the Court that reveals any
19 information contained in the documents or other information appropriately
20 designated as CONFIDENTIAL shall be filed under seal, and kept by the Clerk
21 under seal, and shall be made available to the Court or persons authorized by the
22 terms of this Order to have access thereto. A party or its counsel filing or lodging
23 any such documents shall inform the Clerk that all or a portion designated thereof is
24 subject to this Order and is to be kept under seal. Upon default of the filing or
25 lodging party to so designate, any party to this Order may do so within 30 days
26 after the document is filed or lodged.
27
28

1 Whereas, before any materials that are designated as
2 CONFIDENTIAL are filed with the Court for any purpose, the party seeking to file
3 such materials will seek permission of the Court to file the materials under seal
4 pursuant to Local Rule 79-5. All materials filed with the Court under seal may be
5 viewed by the Court and its personnel.

6
7 Whereas, CONFIDENTIAL documents produced and designated
8 under the terms of this Order shall be segregated and maintained in a safe and
9 secure manner at the premises of counsel of record for the non-producing party,
10 with a copy of this Order at all times accompanying the documents.

11
12 Whereas, nothing in this Order will bar Counsel from rendering advice
13 to their client with respect to this action and, in the course thereof, relying upon any
14 CONFIDENTIAL materials, provided that the contents of the materials will not be
15 disclosed.

16
17 Whereas, this Order will be without prejudice to the right of any party
18 to oppose production of any materials for lack of relevance or any other ground
19 other than the mere presence of CONFIDENTIAL information. The existence of
20 this Order will not be used by either party as a basis for discovery that is otherwise
21 improper under the Federal Rules of Civil Procedure.

22
23 Whereas, nothing herein will be construed to prevent disclosure of
24 CONFIDENTIAL information if such disclosure is required by law or by order of
25 the Court. If the receiving party is required by law or by order of the Court to
26 disclose any CONFIDENTIAL information, the receiving party shall notify the
27 designating party in writing of the required disclosure within forty-eight (48) hours
28

1 of receipt of notice to disclose and before disclosure of any CONFIDENTIAL
2 information.

3
4 Whereas, upon final termination of this action, including any and all
5 appeals, Counsel for each party will, upon request of the producing party, return all
6 CONFIDENTIAL information to the party that produced the information, including
7 any copies, excerpts, and summaries thereof, or will destroy same at the option of
8 the producing party, and will purge all such information from all machine-readable
9 media on which it resides. Notwithstanding the foregoing, counsel for each party
10 may retain all pleadings, briefs, memoranda, motions, and other documents filed
11 with the Court that refer to or incorporate CONFIDENTIAL information, and will
12 continue to be bound by this Order with respect to all such retained information.
13 Further, attorney work product that contains CONFIDENTIAL information need
14 not be destroyed, but, if it is not destroyed, the person in possession of the attorney
15 work product will continue to be bound by this Order with respect to all such
16 retained information.

17
18 Whereas, the restrictions and obligations herein will not be deemed to
19 prohibit discussions of any CONFIDENTIAL information with anyone if that
20 person already has or obtains legitimate possession thereof.

21
22 Whereas, this Order may be modified by agreement of the parties,
23 subject to approval by the Court, or if the parties are unable to agree, by the Court
24 upon a showing of good cause.

25
26 Whereas, the Court may modify the terms and conditions of this Order
27 for good cause, or in the interest of justice, or on its own order at any time in these
28 proceedings. The parties prefer that the Court provide them with notice of the

1 Court's intent to modify the Order and the content of those modifications, prior to
2 entry of such an order.

3

4 PURSUANT TO STIPULATION, IT IS SO ORDERED

5

6 DATED: July 19, 2011



7

HON. MARC L. GOLDMAN
United States Magistrate Judge

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28