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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

JOSE R. MARTINEZ; CHRISTINA
BUCHANAN-MARTINEZ,

Plaintiffs,

vs.

THE WALT DISNEY COMPANY, a
Delaware corporation, et al.,

Defendants.

No. SACV11-00214 JVS (RNBx)

~~PROPOSED~~ **REVISED
STIPULATED PROTECTIVE
ORDER GOVERNING USE
AND DISCLOSURE OF
CONFIDENTIAL AND
PROPRIETARY
INFORMATION, PER FED. R.
CIV. P. 26(c)(1)**

Judge: Hon. James V. Selna
Magistrate: Hon. Robert N. Block

1 1. PURPOSES AND LIMITATIONS

2 At least some of the documents and information (“materials”) being
3 sought through discovery in the above-captioned action may be proprietary,
4 trade secret, or other confidential information, as is contemplated by Federal
5 Rule of Civil Procedure 26(c) for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation
7 may be warranted. Accordingly, the Court hereby enters the following
8 Stipulated Protective Order (“Order”) in this action. The purpose of this Order
9 is to protect the confidentiality of such materials as much as practicable during
10 the litigation. This Order does not confer blanket protections on all
11 disclosures or responses to discovery and that the protection it affords from
12 public disclosure and use extends only to the limited information or items that
13 are entitled to confidential treatment under the applicable legal principles.

14 Additionally, as set forth in Paragraph 6.5 below, this Order creates no
15 entitlement to file confidential information under seal; Civil Local Rule 79-5
16 sets forth the procedures that must be followed and reflects the standards that
17 will be applied when a party seeks permission from the Court to file material
18 under seal.

19 2. DEFINITIONS

20 2.1 The term “Challenging Party” shall mean a Party that challenges
21 the designation of information or items under this Order.

22 2.2 The term “CONFIDENTIAL” Information or items shall mean
23 and include information contained or disclosed in any materials, regardless of
24 how generated, stored, or maintained, including documents, portions of
25 documents, answers to interrogatories, responses to requests for admissions,
26 deposition testimony, transcripts of depositions, testimony from previous
27 trials, and trial transcripts from previous trials, including data, summaries, and
28 compilations derived therefrom, that qualify for protection under Federal Rule

1 of Civil Procedure 26(c); provided, however, that testimony from previous
2 trials and trial transcripts from previous trials shall not be deemed
3 “CONFIDENTIAL” if such trial testimony is already a matter of public
4 record.

5 2.3 The term “Counsel” shall mean outside counsel of record, and
6 other attorneys, paralegals, secretaries, and other support staff employed in the
7 law firms of Pillsbury Winthrop Shaw Pittman LLP, Girardi Keese, and the
8 Disability Rights Legal Center.

9 2.4 The term “Designating Party” shall mean a Party or Non-Party
10 that designates information or items that it produces in disclosures or in
11 responses to discovery as “Protected Material,” as defined herein.

12 2.5 The term “Disclosure” or “Discovery Material” shall mean all
13 items or information, regardless of the medium or manner in which it is
14 generated, stored, or maintained (including, among other things, testimony,
15 transcripts, and tangible things), that are produced or generated in disclosures
16 or responses to discovery in this matter.

17 2.6 The term “Expert” shall mean a person with specialized
18 knowledge or experience in a matter pertinent to the litigation who has been
19 retained by a Party or its Counsel to serve as an expert witness or as a
20 consultant in this action.

21 2.7 The term “In-House Counsel” shall mean in-house Counsel for
22 the Parties, including parent corporations and subsidiaries and other affiliated
23 companies of the Parties, including their administrative staff (e.g., paralegals
24 and secretaries) assigned to and necessary to assist Counsel in the preparation
25 or trial of this action.

26 2.8 The term “Materials” shall include, but shall not be limited to:
27 documents; correspondence; memoranda; bulletins; blueprints; specifications;
28 minutes; letters; statements; cancelled checks; contracts; invoices; drafts;

1 books of account; worksheets; notes of conversations; desk diaries;
2 appointment books; expense accounts; recordings; photographs; motion
3 pictures; compilations from which information can be obtained and translated
4 into reasonably usable form through detection devices; sketches; drawings;
5 notes (including laboratory notebooks and records); reports; instructions;
6 disclosures; other writings; models and prototypes and other physical objects.

7 2.9 The term “Non-Party” shall mean any natural person, partnership,
8 corporation, association, or other legal entity not named as a Party to this
9 action.

10 2.10 The term “Party” shall mean any party to this action, including all
11 of its officers, directors, employees, consultants, retained Experts, and outside
12 counsel of record (and their support staff).

13 2.11 The term “Producing Party” shall mean a Party or Non-Party that
14 produces Disclosure or Discovery Material in this action.

15 2.12 The term “Professional Vendors” shall mean persons or entities
16 that provide litigation support services (e.g., photocopying, videotaping,
17 translating, preparing exhibits or demonstrations, and organizing, storing, or
18 retrieving data in any form or medium) and their employees and
19 subcontractors.

20 2.13 The term “Protected Material” shall mean any Disclosure or
21 Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – FOR COUNSEL’S EYES ONLY.”

23 2.14 The term “Receiving Party” shall mean a Party that receives
24 Disclosure or Discovery Material from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted
28 from Protected Material; (2) all copies, excerpts, summaries, or compilations

1 of Protected Material; and (3) any deposition testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Order do not cover the following
4 information: (a) any information that is in the public domain at the time of
5 disclosure to a Receiving Party or becomes part of the public domain after its
6 disclosure to a Receiving Party as a result of publication not involving a
7 violation of this Order, including becoming part of the public record through
8 trial or otherwise; and (b) any information known to the Receiving Party prior
9 to the disclosure or obtained by the Receiving Party after the disclosure from a
10 source who obtained the information lawfully and under no obligation of
11 confidentiality to the Designating Party.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality
14 obligations imposed by this Order shall remain in effect until a Designating
15 Party agrees otherwise in writing or a court order otherwise directs. Final
16 disposition shall be deemed to be the later of (1) dismissal of all claims and
17 defenses in this action, with or without prejudice; and (2) final judgment
18 herein after the completion and exhaustion of all appeals, rehearings, remands,
19 trials, or reviews of this action, including the time limits for filing any motions
20 or applications for extension of time pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for
23 Protection. Each Party or Non-Party that designates information or items for
24 protection under this Order must take care to limit any such designation to
25 specific material that qualifies under the appropriate standards.

26 5.2 Mass, indiscriminate, or routinized designations are prohibited.

27 5.3 If it comes to a Designating Party's attention that information or
28 items that it designated for protection do not qualify for protection, that

1 Designating Party must promptly notify all other Parties that it is withdrawing
2 the mistaken designation.

3 5.4 Manner and Timing of Designations. Each Party or Non-Party to
4 this litigation that produces or discloses any Discovery Materials that the
5 Producing Party believes should be subject to this Protective Order may
6 designate the same as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
7 FOR COUNSEL’S EYES ONLY.”

8 a. Designation as “CONFIDENTIAL”: Any Party or Non-
9 Party may designate information as “CONFIDENTIAL” if,
10 in the good faith belief of such Party and its Counsel, the
11 unrestricted disclosure of such information could be
12 potentially prejudicial to the business or operations of such
13 Party and qualifies for protection under Federal Rule of
14 Civil Procedure 26(c). In addition, documents, deposition
15 testimony, or other Material concerning Plaintiffs’ medical
16 or mental health treatment or records may also be
17 designated as “CONFIDENTIAL.”

18 b. Designation as “HIGHLY CONFIDENTIAL - FOR
19 COUNSEL’S EYES ONLY”: Any Party or Non-Party may
20 designate information as “HIGHLY CONFIDENTIAL -
21 FOR COUNSEL’S EYES ONLY” if, in the good faith
22 belief of such Producing Party and its Counsel, the
23 information qualifies for protection under Federal Rule of
24 Civil Procedure 26(c) or the Uniform Trade Secrets Act,
25 thereby rendering said information so commercially
26 sensitive that disclosure of such information to anyone
27 other than Counsel could potentially be prejudicial to the
28 Producing Party.

1 5.5 The designation of information as either “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL - FOR COUNSEL’S EYES ONLY” shall be
3 made by affixing a legend to each page thereof indicating that information
4 contained within or disclosed on the page of the document is
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - FOR COUNSEL’S
6 EYES ONLY,” as the case may be.

7 5.6 In the event the Producing Party elects to produce Materials for
8 inspection, the Producing Party need not designate them for protection until
9 after the inspecting Party has indicated which Material it would like copied
10 and produced. For purposes of the initial inspection, all Materials produced
11 shall be considered as “HIGHLY CONFIDENTIAL – FOR COUNSEL’S
12 EYES ONLY,” and shall be treated as such pursuant to the terms of this
13 Order. After the inspecting Party has identified the documents it wants
14 copied and produced, the Producing Party must determine which documents
15 qualify for protection under this Order. Thereafter, the Producing Party shall,
16 within a reasonable time prior to producing those Materials to the Receiving
17 Party, mark the copies of those Materials that contain Protected Material with
18 the appropriate confidentiality marking.

19 5.7 Whenever a deposition taken on behalf of any Party involves a
20 disclosure of Protected Material of any Party:

- 21 a. Said deposition or portions thereof shall be designated as
22 containing Protected Material subject to the provisions of
23 this Order; such designation shall be made on the record
24 whenever possible, but a Party may designate portions of
25 depositions as containing Protected Material after
26 transcription of the proceedings; a Party shall have until
27 fifteen (15) days after receipt of the deposition transcript to
28 inform the other Party or Parties to the action of the

1 portions of the transcript designated “CONFIDENTIAL”
2 or “HIGHLY CONFIDENTIAL - FOR COUNSEL’S
3 EYES ONLY;”

4 b. The Producing Party shall have the right to exclude from
5 attendance at said deposition, during such time as the
6 Protected Material is to be disclosed, any person other than
7 the deponent, Counsel (including their staff and associates),
8 the court reporter, and the person(s) agreed upon pursuant
9 to Paragraph 6.3 below; and

10 c. The originals of said deposition transcripts and all copies
11 thereof shall bear the legend “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL - FOR COUNSEL’S EYES
13 ONLY,” as appropriate, and the original or any copy
14 ultimately presented to a court for filing shall not be filed
15 unless it can be accomplished under seal, identified as
16 being subject to this Order, and protected from being
17 opened except by order of this Court. Filing deposition
18 transcripts under seal with the Court, however, does not
19 affect how Protected Material is treated at trial.

20 Specifically, deposition testimony offered in lieu of trial
21 testimony need not necessarily be sealed simply because
22 the deposition transcript was filed under seal. Rather, it is
23 up to the discretion of the Court how Protected Material is
24 treated at trial. See Paragraph 8.5.

25 6. ACCESS TO AND USE OF PROTECTED MATERIAL

26 6.1 All Protected Material designated as “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL - FOR COUNSEL’S EYES ONLY” shall not be
28 disclosed by the Receiving Party to anyone other than those persons

1 designated herein and shall be handled in the manner set forth below and, in
2 any event, shall not be used for any purpose other than in connection with this
3 litigation, unless and until such designation is removed either by agreement of
4 the Parties, or by order of the Court.

5 6.2 Information designated “HIGHLY CONFIDENTIAL - FOR
6 COUNSEL’S EYES ONLY” may be viewed only by Counsel (as defined in
7 Paragraph 2.3) of the Receiving Party, In-House Counsel (as defined in
8 Paragraph 2.7), and independent Experts of the Receiving Party to whom
9 disclosure is reasonably necessary for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound by Protective Order” (Exhibit
11 A). The Court and court personnel are excluded from the requirement of
12 having to sign the “Acknowledgement and Agreement to be Bound by
13 Protective Order” (Exhibit A). The right of any independent Expert to receive
14 any Protected Material shall be subject to the advance approval of such Expert
15 by the Producing Party or by permission of the Court. The Party seeking
16 approval of an independent expert shall provide the Producing Party with the
17 name and curriculum vitae of the proposed independent Expert, and an
18 executed copy of the form attached hereto as Exhibit A, in advance of
19 providing any Protected Material of the Producing Party to the Expert. Any
20 objection by the Producing Party to an independent Expert’s receiving
21 Protected Material must be made in writing within fourteen (14) days
22 following receipt of the identification of the proposed Expert. Protected
23 Material may be disclosed to an independent Expert if the fourteen (14) day
24 period has passed and no objection has been made. The approval of
25 independent Experts shall not be unreasonably withheld, conditioned or
26 delayed. The Parties acknowledge that such objections will only be raised
27 based on a good faith belief that disclosure of Protected Material to the
28

1 independent Expert at issue may cause competitive harm to the Producing
2 Party.

3 6.3 Information designated “CONFIDENTIAL” may be viewed only
4 by Counsel (as defined in Paragraph 2.3) of the Receiving Party, In-House
5 Counsel (as defined in Paragraph 2.7), independent Experts (pursuant to the
6 terms of Paragraph 6.2), and by the additional individuals listed below:

- 7 a. Individual Parties to this action, who have read this Order
8 in advance of disclosure, and who have signed the
9 “Acknowledgement and Agreement to be Bound by
10 Protective Order” (Exhibit A);
- 11 b. Executives who are required to participate in policy
12 decisions with reference to this action, who have read this
13 Order in advance of disclosure, and who have signed the
14 “Acknowledgement and Agreement to be Bound by
15 Protective Order” (Exhibit A);
- 16 c. Technical personnel of the Parties with whom Counsel for
17 the Parties find it necessary to consult, in the discretion of
18 such Counsel, in preparation for trial of this action, who
19 have read this Order in advance of disclosure, and who
20 have signed the “Acknowledgement and Agreement to be
21 Bound by Protective Order” (Exhibit A);
- 22 d. The Court and its supporting personnel;
- 23 e. Court reporters and their staff, professional jury or trial
24 consultants, and Professional Vendors to whom disclosure
25 is reasonably necessary for this litigation and who have
26 signed the “Acknowledgement and Agreement to Be
27 Bound by Protective Order” (Exhibit A);

- 1 f. During their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary and who have signed the
3 “Acknowledgement and Agreement to Be Bound by
4 Protective Order” (Exhibit A), unless otherwise agreed by
5 the Designating Party or ordered by the Court. Pages of
6 transcribed deposition testimony or exhibits to depositions
7 that reveal Protected Material must be separately bound by
8 the court reporter and may not be disclosed to anyone
9 except as permitted under this Order.
- 10 g. The author or recipient of a document containing the
11 information or a custodian or other person who otherwise
12 possessed or knew the information;
- 13 h. Anyone so authorized by prior written consent of the Party
14 designating the Material as Protected Material; and
- 15 i. Stenographic and clerical employees associated with the
16 individuals identified above.

17 6.4 All information which has been designated as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - FOR COUNSEL’S
19 EYES ONLY” by the Producing Party, and any and all reproductions thereof,
20 shall be retained in the custody of the Counsel for the Receiving Party
21 identified in Paragraph 2.3, except that In-House Counsel and independent
22 Experts authorized to view such information under the terms of this Order may
23 retain custody of copies such as are necessary for their participation in this
24 litigation.

25 6.5 In accordance with Local Rule 79-5.1, if any papers to be filed
26 with the Court contain information and/or documents that have been
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - FOR
28 COUNSEL’S EYES ONLY,” the proposed filing shall be accompanied by an

1 application to file the papers or the portion thereof containing the designated
2 information or documents (if such portion is segregable) under seal; and the
3 application shall be directed to the judge to whom the papers are directed. For
4 motions, the parties shall publicly file a redacted version of the motion and
5 supporting papers.

6 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 7.1 Nothing in this Order shall be construed in any manner as an
8 admission or concession by any Party that the information designated
9 hereunder is, in fact, confidential, proprietary, trade secret, medical, or
10 otherwise protectable.

11 7.2 Timing of Challenges. At any stage of these proceedings, any
12 Party may challenge a designation of confidentiality at any time. Unless a
13 prompt challenge to a Designating Party's confidentiality designation is
14 necessary to avoid foreseeable, substantial unfairness, unnecessary economic
15 burdens, or a significant disruption or delay of the litigation, a Party does not
16 waive its right to challenge a confidentiality designation by electing not to
17 mount a challenge promptly after the original designation is disclosed.

18 7.3 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process by providing a written notice of each designation it is
20 challenging and describing the basis for each challenge. To avoid ambiguity as
21 to whether a challenge has been made, the written notice must recite that the
22 challenge to confidentiality is being made in accordance with this specific
23 Paragraph of this Order. The Parties shall attempt to resolve each challenge in
24 good faith and must begin the process by conferring directly (in voice to voice
25 dialogue: other forms of communication are not sufficient) within ten (10)
26 days of the date of service of notice. In conferring, the Challenging Party
27 must explain the basis for its belief that the confidentiality designation was not
28 proper and must give the Designating Party an opportunity to review the

1 designated Material, to reconsider the circumstances, and, if no change in
2 designation is offered, to explain the basis for the chosen designation. If the
3 Designating Party refuses to engage in the meet and confer process described
4 herein in a timely manner, then any sought-after confidentiality designation
5 will be considered withdrawn. If the Challenging Party refuses to engage in
6 the meet and confer process described herein in a timely manner, then the
7 challenge to the confidentiality designation will be considered withdrawn and
8 such designation shall not be subject to further challenge by the Challenging
9 Party.

10 7.4 Judicial Intervention. If the matter remains unresolved despite
11 the meet and confer process described in Paragraph 7.3 above, then the
12 Designating Party shall proceed to prepare the initial draft of the joint
13 stipulation pursuant to Local Rule 37-2 to be submitted to the Court. The
14 Designating Party and the Challenging Party will further comply with Civil
15 Local Rules 37-2, 37-3 and 79-5 where applicable. The Party wishing to
16 maintain the confidentiality of such information shall bear the substantive
17 burden of establishing the protected status of the information to the Court. If
18 the Designating Party fails to provide the Challenging Party with its portion of
19 the joint stipulation within seven (7) business days following completion of
20 the meet and confer, unless a different time period is agreed to, the designation
21 made by the Producing Party shall be considered withdrawn. If the
22 Challenging Party fails to provide the Designating Party with its portion of the
23 joint stipulation within seven (7) days following receipt of the Designating
24 Party's portion of the joint stipulation, unless a different time period is agreed
25 to, the challenge to the confidentiality designation at issue shall be considered
26 withdrawn and such designation shall not be subject to further challenge by
27 the Challenging Party. If a timely dispute concerning a designation pursuant
28 to this Paragraph is not pending at the time of final termination of this action,

1 the designation made by the Producing Party shall not be subject to further
2 challenge by any Party. The Materials at issue shall be treated as Confidential
3 Information, as designated by the designating Party, until the Court has ruled
4 on the objection or the matter has been otherwise resolved.

5 8. ACCESS TO AND USE OF PROTECTED MATERIAL

6 8.1 All Protected Material shall be held in confidence by those
7 inspecting or receiving it, and shall be used only for purposes of this action.
8 The Party receiving Protected Material shall not under any circumstances sell,
9 offer for sale, advertise, or publicize Protected Material or any information
10 contained therein. Counsel for each Party, and each person receiving
11 Protected Material shall take reasonable precautions to prevent the
12 unauthorized or inadvertent disclosure of such information. If Protected
13 Material is disclosed to any person other than a person authorized by this
14 Order, the Party responsible for the unauthorized disclosure must immediately
15 bring all pertinent facts relating to the unauthorized disclosure to the attention
16 of the other Parties and, without prejudice to any rights and remedies of the
17 other Parties, make every effort to prevent further disclosure by the Party and
18 by the person(s) receiving the unauthorized disclosure.

19 8.2 No Party shall be responsible to another party for disclosure of
20 Protected Material under this Order if the information in question is not
21 labeled or otherwise identified as such in accordance with this Order.

22 8.3 If a Producing Party, through inadvertence, produces any
23 Protected Material without labeling or marking or otherwise designating it as
24 such in accordance with this Order, the Producing Party may give written
25 notice to the Receiving Party that the document or thing produced is deemed
26 Protected Material, and that the document or thing produced should be treated
27 as such in accordance with that designation under this Order. The Receiving
28 Party must treat the Materials as Protected Material, once the Producing Party

1 so notifies the Receiving Party. If the Receiving Party has disclosed the
2 Materials before receiving the designation, the Receiving Party must notify the
3 Producing Party in writing of each such disclosure. Counsel for the Parties
4 shall agree on a mutually acceptable manner of labeling or marking the
5 inadvertently produced materials as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL - FOR COUNSEL’S EYES ONLY” subject to this Order.

7 8.4 If a Producing Party inadvertently discloses to the Receiving
8 Party Material that is protected by the attorney-client privilege, attorney work
9 product immunity, or is otherwise immune from discovery, the Producing
10 Party shall promptly upon discovery of such disclosure so advise the
11 Receiving Party in writing and request that the privileged item or items be
12 returned and no party to this action shall thereafter assert that such disclosure
13 waived any privilege or immunity. It is further agreed that the Receiving
14 Party will return such inadvertently produced privileged item or items and all
15 copies thereof within ten (10) days of receiving a written request for the return
16 of such item or items. In addition, any person who receives inadvertently
17 disclosed material that he or she reasonably believes is protected by the
18 attorney-client privilege, attorney work product immunity, or is otherwise
19 immune from discovery shall promptly notify the Court and the opposing
20 Party of the receipt of such material. The Receiving Party will return such
21 inadvertently produced privileged item or items and all copies thereof within
22 ten (10) days of receiving a written request for the return of such item or
23 items. The Party having returned such inadvertently produced privileged item
24 or items may thereafter, without asserting waiver because of inadvertent
25 production, seek production of any such Materials in accordance with the
26 Federal Rules of Civil Procedure.

27 8.5 The Court shall determine at the time of trial how Protected
28 Material shall be handled at trial, consistent with the purposes of this Order.

1 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 9.1 Nothing herein shall be construed to prevent disclosure of
4 Protected Material if such disclosure is required by law or by order of the
5 Court.

6 9.2 If a Party or Counsel is served a subpoena or a court order issued
7 in other litigation that compels disclosure of any Protected Material, that Party
8 or Counsel must:

- 9 a. Promptly notify in writing the Designating Party. Such
10 notification shall include a copy of the subpoena or court
11 order;
- 12 b. Promptly notify in writing the party who caused the
13 subpoena or order to issue in the other litigation that some
14 or all of the Material covered by the subpoena or order is
15 subject to this Order. Such notification shall include a
16 copy of this Order; and
- 17 c. Cooperate with respect to all reasonable procedures sought
18 to be pursued by the Designating Party whose Protected
19 Material may be affected to protect the Protected Material
20 from disclosure.

21 9.3 If a Party or Counsel is served a subpoena or a court order issued
22 in other litigation that compels disclosure of any Protected Material, the
23 Designating Party shall bear the burden and expense of seeking protection in
24 that court of its Protected Material – and nothing in these provisions should be
25 construed as authorizing or encouraging a Receiving Party in this action to
26 disobey a lawful subpoena issued in another action.

1 9.4 No Party or Counsel who has received Protected Material subject
2 to this Order shall aid or encourage a party to another litigation to subpoena or
3 otherwise seek to obtain Protected Material subject to this Order.

4 10. FINAL DISPOSITION

5 10.1 After termination of this litigation, the provisions of this Order
6 shall continue to be binding, except with respect to those documents and
7 information that become a matter of public record. This Court retains and
8 shall have continuing jurisdiction over the Parties and recipients of Protected
9 Material for enforcement of the provisions of this Order following termination
10 of this litigation.

11 10.2 Within 60 days after the final disposition of this litigation as
12 defined in Paragraph 4, each Receiving Party must return all Protected
13 Material to the Producing Party or destroy such material. As used in this
14 subdivision, “all Protected Material” includes all copies, abstracts,
15 compilations, summaries, and any other format reproducing or capturing any
16 of the Protected Material. Any returned Protected Material should be sent to
17 counsel for the Producing Party. If any of the Protected Materials are
18 destroyed, Counsel for the Receiving Party shall provide a certificate of
19 destruction to the Producing Party. Protected Material stored electronically
20 (e.g., document productions) shall be deleted; provided, however, this
21 obligation shall be satisfied so long as reasonable measures have been taken in
22 good faith to delete the electronically-stored Protected Material. Counsel for
23 the Receiving Party shall provide a certificate of deletion to the Producing
24 Party. Notwithstanding this provision, Counsel for the Parties (including In-
25 House Counsel) are entitled to retain an archival copy of discovery responses,
26 pleadings, motion papers, transcripts, legal memoranda, correspondence or
27 attorney work product, even if such materials contain Protected Material.
28 Any such archival copies that contain or constitute Protected Material remain

1 subject to this Order as set forth in Paragraph 4. Document management
2 systems and backup tapes need not be purged to eliminate Protected Material.
3 This Paragraph applies to any Protected Material circulated to independent
4 Experts described in Paragraph 6.2 above, and Counsel for the Party or Parties
5 receiving Protected Material shall obtain written confirmation from such
6 independent Experts to whom they have circulated Protected Material that all
7 such Protected Material and all copies thereof have been returned to such
8 counsel or destroyed, and that reasonable measures have been taken in good
9 faith to delete all such Protected Material stored electronically, as provided for
10 in this Paragraph.

11 11. MISCELLANEOUS

12 11.1 Nothing herein shall prejudice the right of any Party to object to
13 the production of any discovery Material on the grounds that the Material is
14 protected as privileged or as attorney work product.

15 11.2 Nothing in this Order shall bar Counsel from rendering advice to
16 their clients with respect to this litigation and, in the course thereof, relying
17 upon any information designated as Protected Material, provided that the
18 contents of the information shall not be disclosed except as is permitted by this
19 Order.

20 11.3 This Order shall be without prejudice to the right of any Party to
21 oppose production of any information for lack of relevance or any other
22 ground other than the mere presence of Protected Material. The existence of
23 this Order shall not be used by either Party as a basis for discovery that is
24 otherwise improper under the Federal Rules of Civil Procedure.

25 11.4 Nothing herein shall be construed to affect in any manner the
26 admissibility at trial of any document, testimony or other evidence or the right
27 of any Party to be present throughout the trial.
28

1 11.5 The restrictions and obligations set forth herein shall not apply to
2 any information that: (a) the Parties agree should not be designated Protected
3 Material; (b) the Parties agree, or the Court rules, is already public knowledge;
4 (c) the Parties agree, or the Court rules, has become public knowledge other
5 than as a result of disclosure by the Receiving Party, its employees, or its
6 agents in violation of this Order; or (d) has come or shall come into the
7 Receiving Party's legitimate knowledge independently of the production by
8 the Producing Party. Prior knowledge must be established by preproduction
9 documentation.

10 11.6 The restrictions and obligations herein shall not be deemed to
11 prohibit discussions of any Protected Material with anyone if that person
12 already has or obtains legitimate possession thereof.

13 11.7 Transmission by email or facsimile is acceptable for all
14 notification purposes herein.

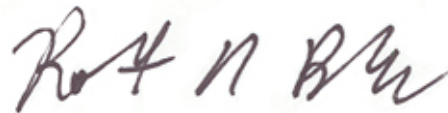
15 11.8 This Order may be modified by written agreement of the Parties,
16 subject to approval by the Court.

17 11.9 The Court may modify the terms and conditions of this Order for
18 good cause, or in the interest of justice, or on its own order at any time in these
19 proceedings. The Parties prefer that the Court provide them with notice of the
20 Court's intent to modify the Order and the content of those modifications,
21 prior to entry of such an order.

22
23 **PURSUANT TO STIPULATION, AND GOOD CAUSE**
24 **APPEARING THEREFORE,**

25 **IT IS SO ORDERED.**

26
27
28 Dated: _____



Hon. Robert N. Block

1 **EXHIBIT A**

2 **Acknowledgement And Agreement To Be Bound By Protective Order**

3 I, _____, declare and say that:

4 1. I am employed as _____
5 by _____.

6 2. I have received a copy of, read in its entirety, and understand the
7 Stipulated Protective Order that was issued by the United States District Court
8 for the Central District of California, Southern Division, in the case of *Jose R.*
9 *Martinez, Christina Buchanan-Martinez v. The Walt Disney Company*, Case
10 No. SACV11-00214-JVS (RNBx).

11 3. I acknowledge and agree that I will use any and all “Protected
12 Material,” as defined in the Stipulated Protective Order, given to me only in a
13 manner authorized by the Stipulated Protective Order, and only to assist
14 counsel in the litigation of this matter.

15 4. I further acknowledge, understand and agree that, by signing this
16 agreement, I am subjecting myself to the jurisdiction of the United States
17 District Court for the Central District of California with respect to
18 enforcement of the Stipulated Protective Order, even if such enforcement
19 proceedings occur after termination of this action.

20 5. I understand that any disclosure or use of “Protected Material” in
21 any manner contrary to the provisions of the Stipulated Protective Order may
22 subject me to sanctions and punishment in the nature of contempt of court.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Date: _____

25 Signature: _____

26
27 Printed Name: _____