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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID LONG, an individual  
Plaintiff,  
v.  
RAYTHEON COMPANY, a  
Delaware corporation; and DOES 1 -  
50  
Defendants.

Case No. SA CV 13-00526 BRO (JPRx)

**DISCOVERY MATTER**

**ORDER ON STIPULATED  
PROTECTIVE ORDER FOR THE  
PRODUCTION OF PROTECTED  
DOCUMENTS**

*[Filed concurrently with Stipulated  
Protective Order For The Production Of  
Protected Documents]*

Action filed: January 30, 2013  
Trial date: None

**Recitals and Basis of Order:**

A. The PARTIES hereto are conducting discovery, which includes the production of documents, the answering of interrogatories and requests for admission, the taking of testimony by oral deposition and examination, and third-party subpoenas;

1 B. The PARTIES assert that certain documents and information  
2 responsive to the discovery contain material non-public financial information,  
3 personal employment records of non-PARTY individuals, or other private,  
4 confidential or proprietary or trade secret information, disclosure of which might  
5 result in irreparable harm to the respective PARTIES or third parties. Although  
6 propounding PARTIES may be entitled to the discovery sought, the PARTIES  
7 assert that any such information should remain non-public and protected;

8 C. The PARTIES therefore seek to reasonably limit disclosure of such  
9 non-public and protected information; and

10 D. The PARTIES have requested an Order based on their Stipulated  
11 Protective Order.

12 **Order:**

13 THEREFORE, IT IS HEREBY ORDERED THAT:

14 1. The following definitions shall apply to this Stipulated Protective  
15 Order (“Protective Order”):

16 a. The term “PROTECTED INFORMATION” shall mean and  
17 include originals and copies of all documents, portions of documents, answers to  
18 interrogatories, responses to requests for admission, testimony, depositions,  
19 affidavits, expert reports, legal briefs or memoranda, and any other information  
20 deemed by any PARTY to comprise or contain non-public, confidential, trade  
21 secret, proprietary information, or information protected by privacy rights  
22 belonging to the PARTIES or to third parties. PROTECTED INFORMATION  
23 shall include any materials deemed “Company Private.” The provisions of this  
24 Protective Order shall not restrict the presentation and/or use of PROTECTED  
25 INFORMATION during courtroom proceedings, except as precluded by order of  
26 the Court under Rule 79-5.

1           Should any PARTY discover that PROTECTED INFORMATION was  
2 inadvertently produced in the course of this action, the PARTY may request that  
3 such information be designated as “PROTECTED,” on a selective basis. If timely  
4 corrected, this inadvertent failure will not, standing alone, waive the Designating  
5 PARTY’s right to secure protection as discussed in Section 5(b) below. The  
6 PARTY seeking to designate such information as PROTECTED agrees to seek  
7 permission from TRIAL COUNSEL for the PARTIES prior to designating such  
8 information as PROTECTED. In the event that TRIAL COUNSEL do not agree to  
9 such designation of information as PROTECTED, the designating PARTY has the  
10 burden to establish that such information should, in fact, be subject to this Order  
11 and shall thereafter meet and confer in good faith with the challenging PARTY(S)  
12 in an attempt to resolve the dispute. If the PARTIES are unable to mutually resolve  
13 said dispute within a reasonable time, the designating PARTY may file an  
14 appropriately noticed motion requesting the Court to resolve whether the disputed  
15 material is properly designated as PROTECTED INFORMATION. Pending the  
16 outcome of any challenge, the information shall be treated by the PARTIES as  
17 PROTECTED from the time of designation as such until such time as the Court  
18 finds otherwise. Any challenge to the designation of PROTECTED  
19 INFORMATION must comply with Local Rules 37-1 and 37-2, including the joint  
20 stipulation provisions referenced therein.

21           Nothing in this Protective Order is intended to affect or compromise the  
22 assertion of any claim of privilege by any PARTY with respect to any documents  
23 withheld from production on the basis of such privilege.

24           b.     The term “DOCUMENTS” shall include all material within the  
25 meaning of “writing” as defined by Federal Rule of Civil Procedure 34.

26           c.     The term “PARTY” or “PARTIES” shall mean Plaintiff David Long  
27 (“PLAINTIFF”) and Defendant Raytheon Company (“RAYTHEON”).  
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1 d. The term “TRIAL COUNSEL” shall mean (i) the attorneys, employees  
2 and agents of Hogie & Campbell, attorneys for PLAINTIFF; and (ii) the attorneys,  
3 employees, and agents of Burke, Williams & Sorensen, LLP, attorneys for  
4 Defendant RAYTHEON. Neither TRIAL COUNSEL nor the PARTIES hereto  
5 shall disclose PROTECTED INFORMATION to any substitute or additional trial  
6 counsel prior to such counsel’s acknowledgment in writing that it is familiar with  
7 and agrees to comply with all provisions of this Protective Order.

8 2. Any PARTY may designate any documents, testimony, things, or  
9 other information produced in this litigation by them, or any of them, or by any  
10 third party, as PROTECTED INFORMATION in accordance with paragraph 1(a)  
11 of this Protective Order. Nothing in this Protective Order shall preclude the  
12 PARTIES from redacting additional privileged information on documents  
13 designated as containing PROTECTED INFORMATION.

14 If any PARTY seeks to challenge any other PARTY'S designation of  
15 material as PROTECTED INFORMATION, the challenging PARTY shall, within  
16 a reasonable time, not to exceed fourteen (14) days, notify the PARTY whose  
17 designation is being challenged, as well as all other PARTIES to this action, of the  
18 material being challenged and of the specific reasons therefor. The challenging  
19 PARTY and designating PARTY shall thereafter meet and confer in good faith in  
20 an attempt to resolve the dispute. If the PARTIES are unable to mutually resolve  
21 said dispute within a reasonable time, the designating PARTY may file an  
22 appropriately noticed motion requesting the Court to resolve whether the disputed  
23 material is properly designated as PROTECTED INFORMATION. Any challenge  
24 to the designation of PROTECTED INFORMATION must comply with Local  
25 Rules 37-1 and 37-2, including the joint stipulation provisions referenced therein.

26 3. All information designated as PROTECTED INFORMATION shall  
27 not be disclosed to anyone other than the following categories of people:  
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- 1 a. PARTIES and their officers, counsel, directors, members and  
2 employees;  
3 b. TRIAL COUNSEL, its agents, representatives, and employees;  
4 c. Independent consultants, contractors, mediators, or experts retained  
5 for this litigation;  
6 d. Court personnel responsible for administering this litigation;  
7 e. Any person indicated on the face of the document to be its  
8 originator, author, or recipient, or the subject of or mentioned in the  
9 document.

10 The viewing of PROTECTED INFORMATION by any person in categories  
11 3(a) through 3(e) shall not cause such PROTECTED INFORMATION to lose its  
12 confidential nature.

13 All persons, with the exception of categories (a), (b), (c), and (d) above, in  
14 the instant action to whom PROTECTED INFORMATION is disclosed shall read  
15 this Protective Order in advance of such disclosure and agree in writing to be bound  
16 by its terms, as provided in the form attached hereto as Attachment A.

17 To the extent that PROTECTED INFORMATION must be disclosed to  
18 deponents in the present action, TRIAL COUNSEL agree to obtain said deponent  
19 and/or witness' verbal agreement not to disclose the subject PROTECTED  
20 INFORMATION except in court and legal proceedings or as otherwise compelled  
21 by Court Order.

22 PROTECTED INFORMATION shall not be used for any purpose other than  
23 as is set forth in paragraph 11 of this Protective Order unless and until such  
24 designation is removed either by agreement by the PARTIES or by order of the  
25 Court. The protections conferred by this Protective Order cover not only  
26 PROTECTED INFORMATION (as defined above), but also any information  
27 copied or extracted therefrom, as well as all copies, excerpts, summaries, or  
28 compilations thereof. Nothing in this Protective Order should be construed to

1 prevent the use of PROTECTED INFORMATION as necessary in any Court or  
2 legal proceeding in connection with this litigation, however such PROTECTED  
3 INFORMATION shall not lose its protected status for other purposes through such  
4 use.

5 4. Whenever a deposition or examination taken on behalf of any PARTY  
6 involves a disclosure of PROTECTED INFORMATION:

7 a. Said deposition or examination or portions thereof shall be designated  
8 as containing PROTECTED INFORMATION subject to the provisions of this  
9 Protective Order at the time the deposition or examination is taken whenever  
10 possible; however, any PARTY shall have until fifteen (15) days after receipt of the  
11 signed deposition or examination transcript within which to designate in writing to  
12 the other PARTIES to the action those portions of the transcript designated  
13 PROTECTED INFORMATION;

14 b. Any PARTY shall have the right to exclude from attendance at  
15 said deposition or examination, during such time as the PROTECTED  
16 INFORMATION is to be disclosed, every individual not entitled under paragraph 3  
17 of this Protective Order to receipt of the information, excluding the PARTIES, the  
18 deponent, and the stenographer and/or videographer;

19 c. The originals of the portion of said deposition or examination  
20 transcript that contain PROTECTED INFORMATION shall be designated by the  
21 court reporter with the applicable legend, as instructed by the PARTY or non-  
22 PARTY offering or sponsoring the witness or presenting the testimony. Any  
23 PARTY seeking to admit any so-designated deposition testimony shall notify the  
24 designating PARTY within a reasonable time. The challenging PARTY and  
25 designating PARTY shall thereafter meet and confer in good faith in an attempt to  
26 resolve the dispute. If the PARTIES are unable to mutually resolve said dispute  
27 within a reasonable time, the designating PARTY may apply to the Court that the  
28 PROTECTED INFORMATION be filed under seal in compliance with Local Rule

1 79-5. If the Court should refuse to seal the testimony, the PARTY seeking to admit  
2 the so-designated deposition testimony may file without seal.

3 5. Except as otherwise provided in this Order or as otherwise stipulated or  
4 ordered, material that qualifies for protection under this Order must be clearly so  
5 designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 a. for information in documentary form (apart from transcripts of  
8 depositions or other pretrial or trial proceedings), that the Producing PARTY affix  
9 the legend “PROTECTED” at the bottom of each page that contains protected  
10 material. If only a portion or portions of the material on a page qualifies for  
11 protection, the Producing PARTY also must clearly identify the protected  
12 portion(s) (e.g., by making appropriate markings in the margins).

13 A PARTY or non-PARTY that makes original documents or materials  
14 available for inspection need not designate them for protection until after the  
15 inspecting PARTY has indicated which material it would like copied and produced.  
16 During the inspection and before the designation, all of the material made available  
17 for inspection shall be deemed PROTECTED. After the inspecting PARTY has  
18 identified the documents it wants copied and produced, the Producing PARTY must  
19 determine which documents, or portions thereof, qualify for protection under this  
20 Order, then, before producing the specified documents, the Producing PARTY must  
21 affix the legend “PROTECTED” at the bottom of each page that contains  
22 PROTECTED INFORMATION in accordance with paragraph 5(a) herein.

23 b. for information produced in other than documentary form or  
24 deposition testimony, that the Producing PARTY affix in a prominent place on the  
25 exterior of the container or containers in which the information or item is stored the  
26 legend “PROTECTED.” If only portions of the information or item warrant  
27 protection, the Producing PARTY, to the extent practicable, shall identify the  
28 protected portions, specifying whether they qualify as “PROTECTED.” If timely

1 corrected, an inadvertent failure to designate qualified information or items as  
2 “PROTECTED” does not, standing alone, waive the Designating PARTY’s right to  
3 secure protection under this Order for such material. If material is appropriately  
4 designated as “PROTECTED” after the material was initially produced, the  
5 Receiving PARTY, on timely notification of the designation, must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Order.

8         6. A PARTY may not file with the Court any PROTECTED  
9 INFORMATION without first obtaining written permission from the Designating  
10 PARTY, or without meeting and conferring within a reasonable time with the  
11 Designating PARTY to obtain such written permission and such that the  
12 Designating PARTY may apply to the Court to file such information under seal, in  
13 compliance with Federal Rule of Civil Procedure 5.2 and Local Rule 79-5.

14         7. Nothing in this Protective Order shall bar or otherwise restrict TRIAL  
15 COUNSEL from rendering legal advice to the attorney’s PARTY-client with  
16 respect to this action, and in the course thereof, relying upon an examination of  
17 PROTECTED INFORMATION.

18         8. The designation of information as PROTECTED INFORMATION  
19 pursuant to this Protective Order shall not be construed as a concession by any  
20 PARTY that such information is relevant, material, or admissible as to any issue.  
21 Nothing in this Protective Order shall be construed as waiving any objection to the  
22 production of evidence or to discovery requests or subpoenas, nor shall this  
23 Protective Order be construed to require the production of any particular testimony,  
24 documents, evidence, or other information.

25         9. The termination of proceedings in this action shall not thereafter  
26 relieve any person to whom PROTECTED INFORMATION was disclosed from  
27 the obligation of maintaining the confidentiality of such information in accordance  
28 with the provisions of this Protective Order. Within thirty (30) days of final



1 dismissal of this action (whether caused by judgment, settlement, or otherwise), and  
2 unless otherwise required by the PARTIES Professional Liability Insurance, the  
3 PARTIES and their TRIAL COUNSEL shall either: 1) assemble and return to the  
4 Producing PARTIES all PROTECTED INFORMATION, including all copies  
5 thereof (with the exception of attorney work product, pleadings, correspondence,  
6 and deposition transcripts (“Retained Materials”)); or 2) destroy all PROTECTED  
7 INFORMATION, including all copies thereof (with the exception of Retained  
8 Materials). If counsel is required by a policy of Professional Liability Insurance to  
9 maintain the PROTECTED INFORMATION produced by any PARTY, counsel  
10 retaining such PROTECTED INFORMATION agrees to maintain the  
11 confidentiality of such.

12 10. Nothing in the foregoing provisions of this Protective Order shall be  
13 deemed to preclude any PARTY from seeking and obtaining, on an appropriate  
14 showing, additional protection with respect to the confidentiality or relief from this  
15 Protective Order regarding matter designated as containing PROTECTED  
16 INFORMATION.

17 11. PROTECTED INFORMATION subject to this Protective Order shall  
18 be used solely and exclusively for purposes of pretrial discovery, trial, and post-trial  
19 proceedings, if any, in the above-captioned case, subject to the limitations  
20 contained herein. All persons to whom PROTECTED INFORMATION is  
21 disclosed, including TRIAL COUNSEL, are hereby enjoined from using said  
22 information for any personal, commercial, business, competitive, or other purpose  
23 whatsoever, including, but not limited to, trading on such information, or from  
24 using copies of documents obtained in this case, containing said information, in any  
25 other cases, proceedings, or disputes.

26 12. The PARTIES therefore acknowledge that a violation of this paragraph  
27 11 or any of its subparts would cause immeasurable and irreparable damage in an  
28 amount incapable of precise determination. Accordingly, the PARTIES agree that

1 each PARTY may be entitled to injunctive relief in any court of competent  
2 jurisdiction for any actual or threatened violation of paragraph 11 and all of its  
3 subparts, in addition to any other available remedies.

4 The PARTIES therefore agree that the terms of paragraph 11 and all of its  
5 subparts are a material inducement for the execution of this Protective Order.

6 13. Subject to rules of evidence, information designated PROTECTED  
7 INFORMATION may be offered in evidence at any hearing in this case. Any  
8 PARTY may move the Court for an order that the evidence be received *in camera*  
9 at the hearing or under other conditions to prevent unnecessary disclosure, pursuant  
10 to Local Rule 79-5.

11 14. If any PARTY or other person authorized under this Protective Order  
12 to receive information designated as PROTECTED INFORMATION receives a  
13 subpoena or other document request from a non-PARTY to this Protective Order,  
14 seeking production or other disclosure of such information, that PARTY or person  
15 shall within seven (7) days give written notice by electronic mail and facsimile to  
16 counsel for producing PARTY identifying the information requested and enclosing  
17 a copy of the subpoena or document request before responding to such subpoena, to  
18 allow Producing PARTY to object to the production of PROTECTED  
19 INFORMATION. If the Producing PARTY opposes production of the information  
20 sought by the subpoena, then Producing PARTY may undertake such actions as it  
21 deems appropriate to enforce this Protective Order or oppose enforcement of the  
22 subpoena or document request. Nothing in the Protective Order should be  
23 construed to excuse any PARTY from obeying a lawfully issued subpoena or  
24 process.

25 15. Any PARTY may apply to the Court for a modification of this Order,  
26 and nothing in the order shall be deemed to prejudice their rights to seek  
27 modification.  
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1 In the event any PARTY or non-PARTY shall violate or threaten to violate  
2 the terms of this Protective Order, any PARTY may apply under Local Rules 37-1  
3 and 37-2 to obtain relief against any such person violating, or threatening to violate  
4 any of the terms of this Protective Order. The PARTIES and any other person  
5 subject to the terms of this Protective Order stipulate that this Court shall retain  
6 jurisdiction over it and them for the purpose of enforcing this Protective Order, and  
7 further agree that the Protective Order may also be enforced in any other Court with  
8 competent jurisdiction.

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10 **IT IS SO ORDERED.**

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12 Dated: August 14, 2013



13 Jean P. Rosenbluth  
14 U.S. District Court Magistrate Judge

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