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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHERYL SANDERS,
Plaintiff,
v.
CITY OF ANAHEIM, a municipal
corporation and DOES 1 through
10, inclusive,
Defendant.

Case No.: SACV 16-01044-JVS (DFM)

**PROTECTIVE ORDER RE
CONFIDENTIAL INFORMATION**

Action Filed: May 2, 2016
Trial Date: December 19, 2017

On April 3, 2017, the parties stipulated to a protective order regarding confidential information and seek to have a protective order entered by the Court based on that stipulation. The stipulation has been filed with the Court. Based on that Stipulation and it appearing that the information is confidential and good cause appearing therefor, the following Protective Order shall apply to any Documents produced by Defendant to Plaintiff's counsel in this action:

1. Attorney for Plaintiff shall receive from Defendant a copy of the This Protective Order applies to and governs the use of confidential personnel records concerning third party employees which are being produced to Plaintiff

1 by the City. This Order shall apply to and govern (hereinafter referred to as
2 “Confidential Information”), including but not limited to confidential personnel
3 records of plaintiff's former co-workers Ron Pickett and Richard Garcia. The
4 City may affirmatively designate such records as "Confidential" and shall give
5 notice to Plaintiff of which records are governed by this order when said
6 documents are produced.

7 The term Confidential Information shall mean and include the documents
8 listed above, any and all portions thereof, and all documents of whatever kind
9 containing information set forth in or obtained from these documents.

10 2. Attorney for Plaintiff shall personally secure and maintain the
11 Confidential Records in their possession to the end that Confidential Records to
12 be used only for the purposes set forth below and for no other purpose.

13 3. Plaintiff's counsel's copy of the Confidential Records shall only be
14 used for preparing for and prosecuting this case pending the completion of the
15 judicial process including appeal, if any. No copies of the File shall be made for
16 any other purpose

17 4. Plaintiff's counsel shall use the Confidential Information solely for
18 the purposes of this litigation, and shall not disclose any portion of the
19 Confidential Information to any other person, firm or corporation except:

20 A. Bona fide employees of counsel's law offices, and then only to the
21 extent necessary to enable said persons to assist in litigation of this action;

22 B. Plaintiff, but only to the extent deemed necessary by counsel for the
23 prosecution of this litigation;

24 C. Expert witnesses employed by the parties to this action;

25 D. Consultants retained by the parties to this action; or

26 E. The Court, filed under seal as described below.

27 5. Duration: Once a case proceeds to trial, all of the information that
28 was designated as confidential or maintained pursuant to this protective order

1 becomes public unless compelling reasons supported by specific factual findings
2 to proceed otherwise are made to the trial judge in advance of the trial.

3 Kamakana v. City and County of Honolulu (9th Cir. 2006) 447 F.3d 1172, 1180-
4 1181 (distinguishing "good cause" showing for sealing documents produced in
5 discovery from "compelling reasons" standard when merits-related
6 documents are part of court record). Accordingly, the terms of this protective
7 order do not extend beyond the commencement of the trial.

8 6. Final Disposition: After the final disposition of this Action,
9 Plaintiff's Counsel shall return all Protected Material and/or Confidential
10 Information to counsel for the City or shall destroy such material, including all
11 copies and extracts thereof, abstracts, compilations, summaries, and any other
12 format reproducing or capturing any of the Protected Material and/or
13 Confidential Information with the exception of those documents affected by the
14 attorney work-product doctrine or attorney-client privilege. Notwithstanding this
15 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
16 papers, trial, deposition, and hearing transcripts, legal memoranda,
17 correspondence, deposition and trial exhibits, expert reports, attorney work
18 product, and consultant and expert work product, even if such materials contain
19 material Protected Material and/or Confidential Information produced subject to
20 this order. Any such archival copies that contain or constitute Protected Material
21 and/or Confidential Information remain subject to this Protective Order.

22 7. Attorney for Plaintiff shall cause the substance of this order to be
23 communicated to each person to whom the File is revealed in accordance with
24 this order and prior to disclosure of the Confidential Information, have such
25 person execute a written Understanding and Agreement to be bound by this
26 Stipulation for Protective Order in the form attached hereto as Exhibit 1.

27 8. The attorney for Plaintiff shall not cause or knowingly permit
28 disclosure of the contents of the File beyond the disclosure permitted under the

1 terms and conditions of this order, including but not limited to any news media
2 which is inclusive of film or video, television, radio or print.

3 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

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5 Dated: April 6, 2017


6 HON. DOUGLAS F. MC CORMICK
7 United States Magistrate Judge

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EXHIBIT 1
UNDERSTANDING AND AGREEMENT
PURSUANT TO PROTECTIVE ORDER

I declare under penalty of perjury under the laws of the United States of America that I have read in its entirety and understand the Stipulation and Protective Order that was issued by the United States District Court for the Central District of California in the case of NAJERA v. CITY OF ANAHEIM, et. al., Case No. SACV 16-1243 JLS (JCGx), now pending in the District Court. I understand the Stipulation and Order and agree to comply with and to be bound by all the terms of the Stipulation and Protective Order. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Stipulation and Protective Order to any person or entity except in strict compliance with the provisions of the Stipulation and Protective Order.

DATED: _____

Bv: _____
SIGNATURE

PRINT NAME

ADDRESS

CITY, STATE, ZIP