



1 disclosure of said documents could have the effect of causing harm to Defendants. By designating  
2 these documents as “Confidential,” under the terms of this Order, the party making the designation  
3 is certifying to the Court that there is a good faith basis both in law  
4 and in fact for the designation within the meaning of Federal Rule of Civil Procedure 26 (g).

5 2. Confidential documents shall be so designated by water-marking copies of the  
6 document produced to a party with word “CONFIDENTIAL.” All documents produced pursuant  
7 to this protective order will be bates stamped and watermarked “CONFIDENTIAL”“DO NOT  
8 DUPLICATE”.

9 3. Material designated as confidential under this Order, the information contained  
10 therein, and any summaries, copies, abstracts, or other documents derived in whole or in part from  
11 material designated as confidential shall be used only for the purpose of this litigation, and for no  
12 other purpose.

13 4. Confidential Material produced pursuant to this Order may be disclosed or made  
14 available only to counsel for a party (including the paralegal, clerical, and secretarial staff employed  
15 by such counsel). This information may be provided to any expert retained for consultation and/or  
16 trial. In the event that this confidential information is given to an expert per this order, counsel that  
17 retained the expert shall provide a copy of this order with the confidential information.

18 5. The Confidential Material produced pursuant to this Order will be redacted with  
19 respect to law enforcement officers, officers of the court, and third party information including, but  
20 not limited to: (i) current home addresses; (ii) current home or personal telephone numbers; (iii)  
21 social security numbers; (iv) dates and places of birth. Each redaction must be identified by  
22 showing what information has been redacted (*i.e.*, “current address,” “current home telephone,”  
23 “social security number,” etc.) This provision complies with Eastern District Local Rule 39-140.

24 6. In the event that any Confidential Material is used in any court proceeding in this  
25 action, it shall not lose its confidential status through such use, and the party using such shall take  
26 all reasonable steps to maintain its confidentiality during such use. Nothing in this order creates the  
27 requirement that any documents covered by this protective order be filed under “seal”with the  
28 District Court.

1           7.       This Order is entered for the purpose of facilitating the exchange of documents and  
2 information between the parties to this action without involving the Court unnecessarily in  
3 the process. Nothing in this Order nor the production of any information or document under the  
4 terms of this Order nor any proceedings pursuant to this Order shall be deemed to have the effect  
5 of an admission or waiver by either party or of altering the confidentiality or nonconfidentiality of  
6 any such document or information or altering any existing obligation of any party or the absence  
7 thereof.

8           8.       Nothing in this Protective Order shall in and of itself require disclosure of  
9 information that is protected by the attorney-client privilege, work-product doctrine, or any other  
10 privilege, doctrine, or immunity. Nor does this Protective Order result in any party giving up its  
11 right to argue that otherwise privileged documents must be produced due to waiver or for any other  
12 reason.

13           9.       In the event any party claims that it has inadvertently disclosed information subject  
14 to the attorney-client privilege, work-product doctrine, or any other privilege, doctrine, or immunity,  
15 upon discovery of the inadvertent disclosure, the party shall promptly notify the opposing party  
16 thereof. Immediately upon receiving such notice, counsel for the party who received the allegedly  
17 inadvertently-disclosed privileged information shall sequester all identified information (including  
18 any and all copies) in its offices until the matter has been resolved either by agreement of the parties  
19 or by an order of this Court. With respect to the application of any claim of privilege or immunity  
20 for inadvertently produced materials, if the parties are unable to reach a satisfactory agreement as  
21 to the return and/or use of such Documents within ten (10) court days of such notice, the producing  
22 party may, within ten (10) court days thereafter, petition the Court on an expedited basis to resolve  
23 the matter. If the party alleging an inadvertent disclosure makes an adequate showing, reasonable  
24 under the circumstances, of both inadvertence and privilege, the Court shall order all such  
25 information returned to the party who inadvertently produced them.

26           10.      If Protected Information produced in accordance with this Order is disclosed to any  
27 person other than in the manner authorized by this Order, the party responsible for the disclosure  
28 shall immediately bring all pertinent facts relating to such disclosure to the attention of all counsel

