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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SCOTT HENRY and NANCY
ZIMMERMAN,

 Plaintiffs,

 v.

UNITED STATES OF AMERICA,

 Defendant.

Case No.: C 10-0658 PSG

**INTERIM ORDER RE PARTIES’
PROPOSED FORM OF PROTECTIVE ORDER**

(Re: Docket No. 23)

On October 27, 2010, the parties filed a proposed form of stipulated protective order. Some of the provisions of the proposed form of order are not acceptable to the court.¹ Rather than spend time identifying all of the problems with the proposed form of order, the court finds it more efficient to direct the parties to use the one of the court’s model forms of protective order. Therefore,

IT IS HEREBY ORDERED that, no later than March 15, 2011, the parties shall submit a revised form of protective order that uses the wording of the court’s model “Stipulated Protective Order for Standard Litigation” available in the “Forms” section of the court’s website

¹ For example, the proposed form of order does not purports to restrict the receiving party’s use of information that has not been designated “Confidential.” See Stipulation and Protective Order Regarding Confidentiality [Proposed] (dkt #23) at 3:4-7.

1 (www.cand.uscourts.gov). If the parties believe that any modification² of the court’s model form of
2 order is reasonably necessary for the present action, they shall also submit a joint brief explaining
3 what modification they seek, and why it is reasonably necessary for the present action.

4 IT IS FURTHER ORDERED that, pending entry of the final form of protective order, the
5 handling of confidential information shall be governed by the provisions of the court’s model
6 “Stipulated Protective Order for Standard Litigation.”

7 Dated: *February 18, 2011*

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9 PAUL S. GREWAL
10 United States Magistrate Judge

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28 ² As used herein, “modification” does not include merely selecting one of two or more optional provisions so long as the wording of the option selected accurately reflects the wording in the court’s model form of order.