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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

KAREN IULA, an individual,
Plaintiff,

v.

GRABER AGENCY, INC., an unknown
business entity; JODY GRABER, an
individual; and DOES 1 through 25,
inclusive,
Defendants.

Case No.: 20cv767 GPC KSC

PROTECTIVE ORDER

The Court recognizes that at least some of the documents and information (“materials”) being sought through discovery in the above-captioned action may implicate good cause to seek the Court’s protection, as set forth in Federal Rule of Civil Procedure 26(c). The purpose of this Order is to protect the confidentiality of such materials as much as practical during the litigation. THEREFORE:

DEFINITIONS

1. The term “confidential information” will mean and include information contained or disclosed in any materials, including documents, portions of documents,

1 information could be potentially prejudicial to the business or
2 operations of such party.

- 3 b. Designation as “CONFIDENTIAL - FOR COUNSEL ONLY”: Any
4 party may designate information as “CONFIDENTIAL - FOR
5 COUNSEL ONLY” only if, in the good faith belief of such party and
6 its counsel, the information is among that considered to be most
7 sensitive by the party, including but not limited to trade secret or other
8 confidential research, development, financial or other commercial
9 information.

10 5. In the event the producing party elects to produce materials for inspection,
11 no marking need be made by the producing party in advance of the initial inspection. For
12 purposes of the initial inspection, all materials produced will be considered as
13 “CONFIDENTIAL - FOR COUNSEL ONLY,” and must be treated as such pursuant to
14 the terms of this Order. Thereafter, upon selection of specified materials for copying by
15 the inspecting party, the producing party must, within a reasonable time prior to
16 producing those materials to the inspecting party, mark the copies of those materials that
17 contain confidential information with the appropriate confidentiality marking.

18 6. Whenever a deposition taken on behalf of any party involves a disclosure of
19 confidential information of any party:

- 20 a. the deposition or portions of the deposition must be designated as
21 containing confidential information subject to the provisions of this
22 Order; such designation must be made on the record whenever
23 possible, but a party may designate portions of depositions as
24 containing confidential information after transcription of the
25 proceedings; [A] party will have until fourteen (14) days after receipt
26 of the deposition transcript to inform the other party or parties to the
27 action of the portions of the transcript to be designated
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1 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL
2 ONLY.”

- 3 b. the disclosing party will have the right to exclude from attendance at
4 the deposition, during such time as the confidential information is to
5 be disclosed, any person other than the deponent, counsel (including
6 their staff and associates), the court reporter, and the person(s) agreed
7 upon pursuant to paragraph 9 below; and
- 8 c. the originals of the deposition transcripts and all copies of the
9 deposition must bear the legend “CONFIDENTIAL” or
10 “CONFIDENTIAL - FOR COUNSEL ONLY,” as appropriate, and
11 the original or any copy ultimately presented to a court for filing must
12 not be filed unless it can be accomplished under seal, identified as
13 being subject to this Order, and protected from being opened except
14 by order of this Court.

15 7. All confidential information designated as “CONFIDENTIAL” or
16 “CONFIDENTIAL FOR COUNSEL ONLY” must not be disclosed by the receiving
17 party to anyone other than those persons designated within this order and must be
18 handled in the manner set forth below and, in any event, must not be used for any
19 purpose other than in connection with this litigation, unless and until such designation is
20 removed either by agreement of the parties, or by order of the Court.

21 8. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY” must
22 be viewed only by counsel (as defined in paragraph 3) of the receiving party, and by
23 independent experts retained or consulted under the conditions set forth in this Paragraph.
24 The party who intends to provide any confidential information to any independent expert
25 (*i.e.*, the notifying party) must provide advance notice to the producing party, including
26 the name and curriculum vitae of the proposed independent expert, and an executed copy
27 of the form attached hereto as Exhibit A, in advance of providing any confidential
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1 information of the producing party to the expert. If there is an objection that is not
2 resolved consensually between the parties, the objecting party must move the Court for a
3 ruling on the objection within fourteen (14) days of such advance notice of the notifying
4 party. In that case, the notifying party will not provide such confidential information to
5 the independent expert until the Court has ruled on the objection or the matter has been
6 otherwise resolved.

7 Confidential information may be disclosed to an independent expert if the fourteen
8 (14) day period has passed and no objection has been made. The approval of independent
9 experts must not be unreasonably withheld.

10 9. Information designated “confidential” must be viewed only by counsel (as
11 defined in paragraph 3) of the receiving party, and any independent expert retained or
12 consulted by any party in connection with the litigation (pursuant to the terms of
13 paragraph 8), by court personnel, and by the additional individuals listed below, provided
14 each such individual has read this Order in advance of disclosure and has agreed in
15 writing to be bound by its terms:

- 16 a) Executives who are required to participate in policy decisions with
17 reference to this action;
- 18 b) Technical personnel of the parties with whom Counsel for the parties
19 find it necessary to consult, in the discretion of such counsel, in
20 preparation for trial of this action; and
- 21 c) Stenographic and clerical employees associated with the individuals
22 identified above.
- 23 d) The Parties to this proceeding.

24 10. With respect to material designated “CONFIDENTIAL” or
25 “CONFIDENTIAL – FOR COUNSEL ONLY,” any person indicated on the face of the
26 document to be its originator, author or a recipient of a copy of the document, may be
27 shown the same.

1 11. All information which has been designated as “CONFIDENTIAL” or
2 “CONFIDENTIAL -FOR COUNSEL ONLY” by the producing or disclosing party, and
3 any and all reproductions of that information, must be retained in the custody of the
4 counsel for the receiving party identified in paragraph 3, except that independent experts
5 authorized to view such information under the terms of this Order may retain custody of
6 copies such as are necessary for their participation in this litigation.

7 12. Before any materials produced in discovery, answers to interrogatories,
8 responses to requests for admissions, deposition transcripts, or other documents which
9 are designated as confidential information are filed with the Court for any purpose, the
10 party seeking to file such material must seek permission of the Court to file the material
11 under seal.

12 13. At any stage of these proceedings, any party may object to a designation of
13 the materials as confidential information. The party objecting to confidentiality must
14 notify, in writing, counsel for the designating party of the objected-to materials and the
15 grounds for the objection. If the dispute is not resolved consensually between the parties
16 within seven (7) days of receipt of such a notice of objections, the objecting party may
17 move the Court for a ruling on the objection. The materials at issue must be treated as
18 confidential information, as designated by the designating party, until the Court has ruled
19 on the objection or the matter has been otherwise resolved.

20 14. All confidential information must be held in confidence by those inspecting
21 or receiving it, and must be used only for purposes of this action. Counsel for each party,
22 and each person receiving confidential information must take reasonable precautions to
23 prevent the unauthorized or inadvertent disclosure of such information. If confidential
24 information is disclosed to any person other than a person authorized by this Order, the
25 party responsible for the unauthorized disclosure must immediately bring all pertinent
26 facts relating to the unauthorized disclosure to the attention of the other parties and,
27 without prejudice to any rights and remedies of the other parties, make every effort to
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1 prevent further disclosure by the party and by the person(s) receiving the unauthorized
2 disclosure.

3 15. No party will be responsible to another party for disclosure of confidential
4 information under this Order if the information in question is not labeled or otherwise
5 identified as such in accordance with this Order.

6 16. If a party, through inadvertence, produces any confidential information
7 without labeling or marking or otherwise designating it as such in accordance with this
8 Order, the designating party may give written notice to the receiving party that the
9 document or thing produced is deemed confidential information, and that the document
10 or thing produced should be treated as such in accordance with that designation under this
11 Order. The receiving party must treat the materials as confidential, once the designating
12 party so notifies the receiving party. If the receiving party has disclosed the materials
13 before receiving the designation, the receiving party must notify the designating party in
14 writing of each such disclosure. Counsel for the parties will agree on a mutually
15 acceptable manner of labeling or marking the inadvertently produced materials as
16 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” - SUBJECT TO
17 PROTECTIVE ORDER.

18 17. Nothing within this order will prejudice the right of any party to object to the
19 production of any discovery material on the grounds that the material is protected as
20 privileged or as attorney work product.

21 18. Nothing in this Order will bar counsel from rendering advice to their clients
22 with respect to this litigation and, in the course thereof, relying upon any information
23 designated as confidential information, provided that the contents of the information must
24 not be disclosed.

25 19. This Order will be without prejudice to the right of any party to oppose
26 production of any information for lack of relevance or any other ground other than the
27 mere presence of confidential information. The existence of this Order must not be used
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1 by either party as a basis for discovery that is otherwise improper under the Federal Rules
2 of Civil Procedure.

3 20. Nothing within this order will be construed to prevent disclosure of
4 confidential information if such disclosure is required by law or by order of the Court.

5 21. Upon final termination of this action, including any and all appeals, counsel
6 for each party must, upon request of the producing party, return all confidential
7 information to the party that produced the information, including any copies, excerpts,
8 and summaries of that information, or must destroy same at the option of the receiving
9 party, and must purge all such information from all machine-readable media on which it
10 resides. Notwithstanding the foregoing, counsel for each party may retain all pleadings,
11 briefs, memoranda, motions, and other documents filed with the Court that refer to or
12 incorporate confidential information, and will continue to be bound by this Order with
13 respect to all such retained information. Further, attorney work product materials that
14 contain confidential information need not be destroyed, but, if they are not destroyed, the
15 person in possession of the attorney work product will continue to be bound by this Order
16 with respect to all such retained information.

17 22. The restrictions and obligations set forth within this order will not apply to
18 any information that: (a) the parties agree should not be designated confidential
19 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the
20 parties agree, or the Court rules, has become public knowledge other than as a result of
21 disclosure by the receiving party, its employees, or its agents in violation of this Order; or
22 (d) has come or will come into the receiving party's legitimate knowledge independently
23 of the production by the designating party. Prior knowledge must be established by pre-
24 production documentation.

25 23. The restrictions and obligations within this order will not be deemed to
26 prohibit discussions of any confidential information with anyone if that person already
27 has or obtains legitimate possession of that information.

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1 24. Transmission by email or some other currently utilized method of
2 transmission is acceptable for all notification purposes within this Order.

3 25. This Order may be modified by agreement of the parties, subject to approval
4 by the Court.

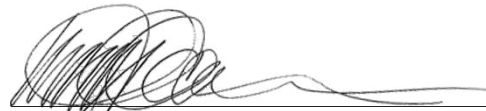
5 26. The Court may modify the terms and conditions of this Order for good
6 cause, or in the interest of justice, or on its own order at any time in these proceedings.
7 The parties prefer that the Court provide them with notice of the Court's intent to modify
8 the Order and the content of those modifications, prior to entry of such an order.

9 27. Nothing shall be filed under seal, and the Court shall not be required to take
10 any action, without separate prior order by the Judge before whom the hearing or
11 proceeding will take place, after application by the affected party with appropriate notice
12 to opposing counsel. The parties shall follow and abide by applicable law, including Civ.
13 L.R. 79.2, ECF Administrative Policies and Procedures, Section II.j, and the chambers'
14 rules, with respect to filing documents under seal.

15 28. The Court may modify the protective order in the interests of justice or for
16 public policy reasons.

17 IT IS SO ORDERED.

18 Dated: December 14, 2020



Hon. Karen S. Crawford
United States Magistrate Judge

EXHIBIT A

The undersigned hereby acknowledges that he/she has read the Stipulation and Confidentiality Order (“Order”) entered in the United States District Court for the Southern District of California, on _____, 20__ in the action entitled, *Karen Iula v. Graber Agency, Inc. et al.*, USDC, SDCA Case No.: 20cv0767 GPC KSC, or has been advised of its provisions or contents and understands the terms thereof. The undersigned agrees not to use the confidential information defined therein for any purpose other than in connection with the litigation of this case or as permitted by the Order, and will not further disclose the confirmation information except in testimony taken in this case or as permitted by the Order.

Date

Signature

Print Name

Occupation