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

Plaintiff,  
v.  
Defendant.

Case No.  
**STIPULATED PROTECTIVE  
ORDER**  
(PD Version)  
 Check if submitted without  
material modifications to PD form

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 The parties further acknowledge, as set forth in Section 12.3, below, that this  
2 Stipulated Protective Order does not entitle them to file confidential  
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that  
4 must be followed and the standards that will be applied when a party seeks  
5 permission from the court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 **[The parties must provide a statement establishing good cause for the**  
8 **entry of this pretrial protective order. *C.f. Oliner v. Kontrabecki*, 745**  
9 **F.3d 1024, 1026 (9th Cir. 2014). The parties' statement must be specific**  
10 **to the facts and issues of this case, including the nature of the action,**  
11 **the type of anticipated discovery, and the potential resulting harm**  
12 **should relevant materials be disclosed publicly. The parties are**  
13 **advised not to rely on boilerplate assertions regarding good cause]**

14  
15 2. DEFINITIONS

16 2.1 Action: [this pending federal law suit]. [\*Option:  
17 consolidated or related actions.]

18 2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless  
21 of how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
23 in the Good Cause Statement. [Note: any request for a two-tiered,  
24 attorney-eyes-only protective order that designates certain material  
25 as “Highly Confidential” will require a separate and detailed showing  
26 of need.]

27 2.4 Counsel: Outside Counsel of Record and House Counsel (as well  
28 as their support staff).

1           2.5    Designating Party: a Party or Non-Party that designates  
2 information or items that it produces in disclosures or in responses to  
3 discovery as “CONFIDENTIAL.”

4           2.6    Disclosure or Discovery Material: all items or information,  
5 regardless of the medium or manner in which it is generated, stored, or  
6 maintained (including, among other things, testimony, transcripts, and  
7 tangible things), that are produced or generated in disclosures or responses to  
8 discovery in this matter.

9           2.7    Expert: a person with specialized knowledge or experience in a  
10 matter pertinent to the litigation who has been retained by a Party or its  
11 counsel to serve as an expert witness or as a consultant in this Action.

12          2.8    House Counsel: attorneys who are employees of a party to this  
13 Action. House Counsel does not include Outside Counsel of Record or any  
14 other outside counsel.

15          2.9    Non-Party: any natural person, partnership, corporation,  
16 association, or other legal entity not named as a Party to this action.

17          2.10 Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this  
19 Action and have appeared in this Action on behalf of that party or are  
20 affiliated with a law firm which has appeared on behalf of that party, and  
21 includes support staff.

22          2.11 Party: any party to this Action, including all of its officers,  
23 directors, employees, consultants, retained experts, and Outside Counsel of  
24 Record (and their support staffs).

25          2.12 Producing Party: a Party or Non-Party that produces Disclosure  
26 or Discovery Material in this Action.

27          2.13 Professional Vendors: persons or entities that provide litigation  
28 support services (e.g., photocopying, videotaping, translating, preparing

1 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
2 form or medium) and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7  
8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected  
14 Material.

15 Any use of Protected Material at trial will be governed by the orders of  
16 the trial judge. This Order does not govern the use of Protected Material at  
17 trial.

18  
19 4. DURATION

20 **[POSSIBLE PARAGRAPH]** Once a case proceeds to trial, all of the  
21 information that was designated as confidential or maintained pursuant to  
22 this protective order becomes public and will be presumptively available to all  
23 members of the public, including the press, unless compelling reasons  
24 supported by specific factual findings to proceed otherwise are made to the  
25 trial judge in advance of the trial. *See Kamakana v. City and County of*  
26 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”  
27 showing for sealing documents produced in discovery from “compelling  
28 reasons” standard when merits-related documents are part of court record).

1 Accordingly, the terms of this protective order do not extend beyond the  
2 commencement of the trial.

3  
4 **[ALTERNATIVE POSSIBLE PARAGRAPH]** Even after final  
5 disposition of this litigation, the confidentiality obligations imposed by this  
6 Order will remain in effect until a Designating Party agrees otherwise in  
7 writing or a court order otherwise directs. Final disposition will be deemed to  
8 be the later of (1) dismissal of all claims and defenses in this Action, with or  
9 without prejudice; and (2) final judgment herein after the completion and  
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
11 Action, including the time limits for filing any motions or applications for  
12 extension of time pursuant to applicable law.

13  
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for  
16 Protection. Each Party or Non-Party that designates information or items for  
17 protection under this Order must take care to limit any such designation to  
18 specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of material,  
20 documents, items, or oral or written communications that qualify so that other  
21 portions of the material, documents, items, or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of  
23 this Order.

24 Mass, indiscriminate, or routinized designations are prohibited.  
25 Designations that are shown to be clearly unjustified or that have been made  
26 for an improper purpose (e.g., to unnecessarily encumber the case development  
27 process or to impose unnecessary expenses and burdens on other parties) may  
28 expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items  
2 that it designated for protection do not qualify for protection, that Designating  
3 Party must promptly notify all other Parties that it is withdrawing the  
4 inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise  
6 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or  
7 as otherwise stipulated or ordered, Disclosure or Discovery Material that  
8 qualifies for protection under this Order must be clearly so designated before  
9 the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
15 contains protected material. If only a portion or portions of the material on a  
16 page qualifies for protection, the Producing Party also must clearly identify  
17 the protected portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents available for  
19 inspection need not designate them for protection until after the inspecting  
20 Party has indicated which documents it would like copied and produced.  
21 During the inspection and before the designation, all of the material made  
22 available for inspection will be deemed "CONFIDENTIAL." After the  
23 inspecting Party has identified the documents it wants copied and produced,  
24 the Producing Party must determine which documents, or portions thereof,  
25 qualify for protection under this Order. Then, before producing the specified  
26 documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
27 each page that contains Protected Material. If only a portion or portions of the  
28 material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings  
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party  
4 identify the Disclosure or Discovery Material on the record, before the close of  
5 the deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent  
8 place on the exterior of the container or containers in which the information is  
9 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
10 information warrants protection, the Producing Party, to the extent  
11 practicable, will identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an  
13 inadvertent failure to designate qualified information or items does not,  
14 standing alone, waive the Designating Party's right to secure protection under  
15 this Order for such material. Upon timely correction of a designation, the  
16 Receiving Party must make reasonable efforts to assure that the material is  
17 treated in accordance with the provisions of this Order.

## 18 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
24 resolution process (and, if necessary, file a discovery motion) under Local Rule  
25 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding will be  
27 on the Designating Party. Frivolous challenges, and those made for an  
28 improper purpose (e.g., to harass or impose unnecessary expenses and burdens

1 on other parties) may expose the Challenging Party to sanctions. Unless the  
2 Designating Party has waived or withdrawn the confidentiality designation,  
3 all parties will continue to afford the material in question the level of  
4 protection to which it is entitled under the Producing Party's designation until  
5 the Court rules on the challenge.

6  
7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material  
9 that is disclosed or produced by another Party or by a Non-Party in connection  
10 with this Action only for prosecuting, defending, or attempting to settle this  
11 Action. Such Protected Material may be disclosed only to the categories of  
12 persons and under the conditions described in this Order. When the Action has  
13 been terminated, a Receiving Party must comply with the provisions of section  
14 13 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party  
16 at a location and in a secure manner that ensures that access is limited to the  
17 persons authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating  
20 Party, a Receiving Party may disclose any information or item designated  
21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
23 well as employees of said Outside Counsel of Record to whom it is reasonably  
24 necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel)  
26 of the Receiving Party to whom disclosure is reasonably necessary for this  
27 Action;



1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and  
7 Professional Vendors to whom disclosure is reasonably necessary for this  
8 Action and who have signed the “Acknowledgment and Agreement to Be  
9 Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information  
11 or a custodian or other person who otherwise possessed or knew the  
12 information;

13 (h) during their depositions, witnesses ,and attorneys for witnesses,  
14 in the Action to whom disclosure is reasonably necessary provided: (1) the  
15 deposing party requests that the witness sign the form attached as Exhibit A  
16 hereto; and (2) they will not be permitted to keep any confidential information  
17 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
18 A), unless otherwise agreed by the Designating Party or ordered by the court.  
19 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
20 Protected Material may be separately bound by the court reporter and may not  
21 be disclosed to anyone except as permitted under this Stipulated Protective  
22 Order; and

23 (i) any mediator or settlement officer, and their supporting  
24 personnel, mutually agreed upon by any of the parties engaged in settlement  
25 discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other  
4 litigation that compels disclosure of any information or items designated in  
5 this Action as “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such  
7 notification will include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or  
9 order to issue in the other litigation that some or all of the material covered by  
10 the subpoena or order is subject to this Protective Order. Such notification  
11 will include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party  
15 served with the subpoena or court order will not produce any information  
16 designated in this action as “CONFIDENTIAL” before a determination by the  
17 court from which the subpoena or order issued, unless the Party has obtained  
18 the Designating Party’s permission. The Designating Party will bear the  
19 burden and expense of seeking protection in that court of its confidential  
20 material and nothing in these provisions should be construed as authorizing or  
21 encouraging a Receiving Party in this Action to disobey a lawful directive from  
22 another court.

23  
24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by  
27 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
28 information produced by Non-Parties in connection with this litigation is

1 protected by the remedies and relief provided by this Order. Nothing in these  
2 provisions should be construed as prohibiting a Non-Party from seeking  
3 additional protections.

4 (b) In the event that a Party is required, by a valid discovery request,  
5 to produce a Non-Party's confidential information in its possession, and the  
6 Party is subject to an agreement with the Non-Party not to produce the Non-  
7 Party's confidential information, then the Party will:

8 (1) promptly notify in writing the Requesting Party and the Non-  
9 Party that some or all of the information requested is subject to a  
10 confidentiality agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this Action, the relevant discovery request(s), and a  
13 reasonably specific description of the information requested; and

14 (3) make the information requested available for inspection by the  
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court  
17 within 14 days of receiving the notice and accompanying information, the  
18 Receiving Party may produce the Non-Party's confidential information  
19 responsive to the discovery request. If the Non-Party timely seeks a protective  
20 order, the Receiving Party will not produce any information in its possession  
21 or control that is subject to the confidentiality agreement with the Non-Party  
22 before a determination by the court. Absent a court order to the contrary, the  
23 Non-Party will bear the burden and expense of seeking protection in this court  
24 of its Protected Material.

25  
26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has  
28 disclosed Protected Material to any person or in any circumstance not

1 authorized under this Stipulated Protective Order, the Receiving Party must  
2 immediately (a) notify in writing the Designating Party of the unauthorized  
3 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
4 Protected Material, (c) inform the person or persons to whom unauthorized  
5 disclosures were made of all the terms of this Order, and (d) request such  
6 person or persons to execute the “Acknowledgment and Agreement to Be  
7 Bound” that is attached hereto as Exhibit A.

8  
9 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
10 **PROTECTED MATERIAL**

11 When a Producing Party gives notice to Receiving Parties that certain  
12 inadvertently produced material is subject to a claim of privilege or other  
13 protection, the obligations of the Receiving Parties are those set forth in  
14 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to  
15 modify whatever procedure may be established in an e-discovery order that  
16 provides for production without prior privilege review. Pursuant to Federal  
17 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
18 the effect of disclosure of a communication or information covered by the  
19 attorney-client privilege or work product protection, the parties may  
20 incorporate their agreement in the stipulated protective order submitted to the  
21 court.

22  
23 **12. MISCELLANEOUS**

24 **12.1 Right to Further Relief.** Nothing in this Order abridges the right  
25 of any person to seek its modification by the Court in the future.

26 **12.2 Right to Assert Other Objections.** By stipulating to the entry of  
27 this Protective Order no Party waives any right it otherwise would have to  
28 object to disclosing or producing any information or item on any ground not

1 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
2 right to object on any ground to use in evidence of any of the material covered  
3 by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal  
5 any Protected Material must comply with Civil Local Rule 79-5. Protected  
6 Material may only be filed under seal pursuant to a court order authorizing  
7 the sealing of the specific Protected Material at issue. If a Party's request to  
8 file Protected Material under seal is denied by the court, then the Receiving  
9 Party may file the information in the public record unless otherwise  
10 instructed by the court.

### 11 12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4,  
14 within 60 days of a written request by the Designating Party, each Receiving  
15 Party must return all Protected Material to the Producing Party or destroy  
16 such material. As used in this subdivision, "all Protected Material" includes  
17 all copies, abstracts, compilations, summaries, and any other format  
18 reproducing or capturing any of the Protected Material. Whether the  
19 Protected Material is returned or destroyed, the Receiving Party must submit  
20 a written certification to the Producing Party (and, if not the same person or  
21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
22 category, where appropriate) all the Protected Material that was returned or  
23 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
24 abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision,  
26 Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
27 trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
28 deposition and trial exhibits, expert reports, attorney work product, and

1 consultant and expert work product, even if such materials contain Protected  
2 Material. Any such archival copies that contain or constitute Protected  
3 Material remain subject to this Protective Order as set forth in Section 4  
4 (DURATION).

5

6 14. Any willful violation of this Order may be punished by civil or criminal  
7 contempt proceedings, financial or evidentiary sanctions, reference to  
8 disciplinary authorities, or other appropriate action at the discretion of the  
9 Court.

10

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12

13 DATED: \_\_\_\_\_  
14 \_\_\_\_\_  
Attorneys for Plaintiff

15

16 DATED: \_\_\_\_\_  
17 \_\_\_\_\_  
Attorneys for Defendant

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19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20

21

22 DATED: \_\_\_\_\_  
23 \_\_\_\_\_  
HON. PATRICIA DONAHUE  
United States Magistrate Judge

24

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
5 **[full address]**, declare under penalty of perjury that I have read in its  
6 entirety and understand the Stipulated Protective Order that was issued by  
7 the United States District Court for the Central District of California on [date]  
8 in the case of \_\_\_\_\_ **[insert case name and number]**. I agree to  
9 comply with and to be bound by all the terms of this Stipulated Protective  
10 Order and I understand and acknowledge that failure to so comply could  
11 expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is  
13 subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the  
17 terms of this Stipulated Protective Order, even if such enforcement  
18 proceedings occur after termination of this action. I hereby appoint

19 \_\_\_\_\_ **[full name]** of  
20 \_\_\_\_\_ **[full address and telephone**  
21 **number]** as my California agent for service of process in connection with this  
22 action or any proceedings related to enforcement of this Stipulated Protective  
23 Order.

24 Date: \_\_\_\_\_

25 City and State where signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_