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

Plaintiff,  
v.  
Defendant.

Case No.  
  
STIPULATED PROTECTIVE  
ORDER

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. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 1.2 GOOD CAUSE STATEMENT

5 **[\*The “Good Cause Statement” should be edited to include or exclude specific**  
6 **information that applies to the particular case, i.e., what harm will result from**  
7 **the disclosure of the confidential information likely to be produced in this case?**  
8 **Below is an example]:**

9 This action is likely to involve trade secrets, customer and pricing lists and  
10 other valuable research, development, commercial, financial, technical and/or  
11 proprietary information for which special protection from public disclosure and  
12 from use for any purpose other than prosecution of this action is warranted. Such  
13 confidential and proprietary materials and information consist of, among other  
14 things, confidential business or financial information, information regarding  
15 confidential business practices, or other confidential research, development, or  
16 commercial information (including information implicating privacy rights of third  
17 parties), information otherwise generally unavailable to the public, or which may be  
18 privileged or otherwise protected from disclosure under state or federal statutes,  
19 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
20 information, to facilitate the prompt resolution of disputes over confidentiality of  
21 discovery materials, to adequately protect information the parties are entitled to keep  
22 confidential, to ensure that the parties are permitted reasonable necessary uses of  
23 such material in preparation for and in the conduct of trial, to address their handling  
24 at the end of the litigation, and serve the ends of justice, a protective order for such  
25 information is justified in this matter. It is the intent of the parties that information  
26 will not be designated as confidential for tactical reasons and that nothing be so  
27 designated without a good faith belief that it has been maintained in a confidential,  
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1 non-public manner, and there is good cause why it should not be part of the public  
2 record of this case.

3  
4 2. DEFINITIONS

5 2.1 Action: [this pending federal lawsuit]. [\*Option: consolidated or  
6 related actions.]

7 2.2 Challenging Party: a Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

1           2.9    Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action and  
5 have appeared in this Action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

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21    3.    SCOPE

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

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

1     4.     DURATION

2             **[ONE POSSIBLE PARAGRAPH]** Once a case proceeds to trial, all of the  
3 information that was designated as confidential or maintained pursuant to this  
4 protective order becomes public and will be presumptively available to all members  
5 of the public, including the press, unless compelling reasons supported by specific  
6 factual findings to proceed otherwise are made to the trial judge in advance of the  
7 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180–81  
8 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
9 produced in discovery from “compelling reasons” standard when merits-related  
10 documents are part of court record). Accordingly, the terms of this protective order  
11 do not extend beyond the commencement of the trial.

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

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22     5.     DESIGNATING PROTECTED MATERIAL

23             5.1     Exercise of Restraint and Care in Designating Material for Protection.  
24 Each Party or Non-Party that designates information or items for protection under  
25 this Order must take care to limit any such designation to specific material that  
26 qualifies under the appropriate standards. The Designating Party must designate for  
27 protection only those parts of material, documents, items, or oral or written  
28 communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

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

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

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

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

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and  
27 before the designation, all of the material made available for inspection will be  
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine which  
2 documents, or portions thereof, qualify for protection under this Order. Then,  
3 before producing the specified documents, the Producing Party must affix the  
4 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
5 portion or portions of the material on a page qualifies for protection, the Producing  
6 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
7 markings in the margins).

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

11 (c) for information produced in some form other than documentary and  
12 for any other tangible items, that the Producing Party affix in a prominent place on  
13 the exterior of the container or containers in which the information is stored the  
14 legend “CONFIDENTIAL.” If only a portion or portions of the information  
15 warrants protection, the Producing Party, to the extent practicable, will identify the  
16 protected portion(s).

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

## 23 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court’s  
27 Scheduling Order.  
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1           6.2    Meet and Confer. The Challenging Party will initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

3           6.3    The burden of persuasion in any such challenge proceeding will be on  
4 the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties will  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Producing Party’s designation until the Court rules on the  
10 challenge.

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12    7.       ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 “CONFIDENTIAL” only to:  
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1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

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

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

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

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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 litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

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

8 (b) promptly notify in writing the party who caused the subpoena or order  
9 to issue in the other litigation that some or all of the material covered by the  
10 subpoena or order is subject to this Protective Order. Such notification will include  
11 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 served with  
15 the subpoena or court order will not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party will bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.  
22

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

25 (a) The terms of this Order are applicable to information produced by a  
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
27 produced by Non-Parties in connection with this litigation is protected by the  
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1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

23  
24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
2 persons to whom unauthorized disclosures were made of all the terms of this Order,  
3 and (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

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6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
7 PROTECTED MATERIAL

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

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19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in this  
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any  
28 Protected Material must comply with Civil Local Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of the  
2 specific Protected Material at issue. If a Party’s request to file Protected Material  
3 under seal is denied by the court, then the Receiving Party may file the information  
4 in the public record unless otherwise instructed by the court.

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6 13. FINAL DISPOSITION

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

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

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: \_\_\_\_\_  
Attorneys for Plaintiff

DATED: \_\_\_\_\_  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: \_\_\_\_\_  
HON. MARGO A. ROCCONI  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

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