

1 Where the Parties wish to have a confidentiality stipulation and protective order the parties in all  
2 civil cases, other than products liability cases, are encouraged to use this Stipulated Confidentiality  
Order Form as an initial working draft to save time.

3 Where this Stipulated Confidentiality Order Form is used, then any proposed stipulated  
4 confidentiality order submitted to the Court MUST be accompanied by a “redlined” or “compare”  
5 version of this Form, so that the Court may readily see ALL MODIFICATIONS that were made to  
this Form. This procedure is intended to save you and the Court time, and promote faster processing  
of these proposed orders.

6 This model form confidentiality stipulation and protective order (the “Stipulated Confidentiality  
7 Order Form”) does not address, and may not be used in, products liability cases.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

Plaintiffs,  
vs.  
Defendants.

Case No.  
LOS ANGELES MODEL  
STIPULATION AND PROTECTIVE  
ORDER – CONFIDENTIAL  
DESIGNATION ONLY

**IT IS HEREBY STIPULATED** by and between the Parties to Plaintiffs v. Defendants, (*list  
names of Plaintiffs and Defendants*), by and through their respective counsel of record, that in order  
to facilitate the exchange of information and documents which may be subject to confidentiality  
limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as  
follows:

1           1.       In this Stipulation and Protective Order, the words set forth below shall have the  
2 following meanings:

3                   a.       “Proceeding” means the above-entitled proceeding (*specify case number*).

4                   b.       “Court” means the Hon. (*list name of judge*), or any other judge to which this  
5 Proceeding may be assigned, including Court staff participating in such proceedings.

6                   c.       “Confidential” means any information which is in the possession of a  
7 Designating Party who believes in good faith that such information is entitled to confidential  
8 treatment under applicable law.

9                   d.       “Confidential Materials” means any Documents, Testimony or Information as  
10 defined below designated as “Confidential” pursuant to the provisions of this Stipulation and  
11 Protective Order.

12                   e.       “Designating Party” means the Party that designates Materials as  
13 “Confidential.”

14                   f.       “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or  
15 make available Materials, or any part thereof, or any information contained therein.

16                   g.       “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as those  
17 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been  
18 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or  
19 summaries of all or any part of the foregoing.

20                   h.       “Information” means the content of Documents or Testimony.

21                   i.       “Testimony” means all depositions, declarations or other testimony taken or  
22 used in this Proceeding.

23           2.       The Designating Party shall have the right to designate as “Confidential” any  
24 Documents, Testimony or Information that the Designating Party in good faith believes to contain  
25 non-public information that is entitled to confidential treatment under applicable law.

26           3.       The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
27 abridge any right, privilege or protection otherwise available to any Party with respect to the  
28 discovery of matters, including but not limited to any Party’s right to assert the attorney-client

1 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest any  
2 such assertion.

3 4. Any Documents, Testimony or Information to be designated as "Confidential" must  
4 be clearly so designated before the Document, Testimony or Information is Disclosed or produced.  
5 The parties may agree that the case name and number are to be part of the "Confidential"  
6 designation. The "Confidential" designation should not obscure or interfere with the legibility of  
7 the designated Information.

8 a. For Documents (apart from transcripts of depositions or other pretrial or trial  
9 proceedings), the Designating Party must affix the legend "Confidential" on each page of any  
10 Document containing such designated Confidential Material.

11 b. For Testimony given in depositions the Designating Party may either:

12 i. identify on the record, before the close of the deposition, all  
13 "Confidential" Testimony, by specifying all portions of the Testimony that qualify as  
14 "Confidential;" or

15 ii. designate the entirety of the Testimony at the deposition as  
16 "Confidential" (before the deposition is concluded) with the right to identify more  
17 specific portions of the Testimony as to which protection is sought within 30 days  
18 following receipt of the deposition transcript. In circumstances where portions of the  
19 deposition Testimony are designated for protection, the transcript pages containing  
20 "Confidential" Information may be separately bound by the court reporter, who must  
21 affix to the top of each page the legend "Confidential," as instructed by the  
22 Designating Party.

23 c. For Information produced in some form other than Documents, and for any  
24 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
25 must affix in a prominent place on the exterior of the container or containers in which the  
26 Information or item is stored the legend "Confidential." If only portions of the Information or item  
27 warrant protection, the Designating Party, to the extent practicable, shall identify the "Confidential"  
28 portions.

1           5.       The inadvertent production by any of the undersigned Parties or non-Parties to the  
2 Proceedings of any Document, Testimony or Information during discovery in this Proceeding  
3 without a “Confidential” designation, shall be without prejudice to any claim that such item is  
4 “Confidential” and such Party shall not be held to have waived any rights by such inadvertent  
5 production. In the event that any Document, Testimony or Information that is subject to a  
6 “Confidential” designation is inadvertently produced without such designation, the Party that  
7 inadvertently produced the document shall give written notice of such inadvertent production within  
8 twenty (20) days of discovery of the inadvertent production, together with a further copy of the  
9 subject Document, Testimony or Information designated as “Confidential” (the “Inadvertent  
10 Production Notice”). Upon receipt of such Inadvertent Production Notice, the Party that received  
11 the inadvertently produced Document, Testimony or Information shall promptly destroy the  
12 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the  
13 expense of the producing Party, return such together with all copies of such Document, Testimony  
14 or Information to counsel for the producing Party and shall retain only the “Confidential” designated  
15 Materials. Should the receiving Party choose to destroy such inadvertently produced Document,  
16 Testimony or Information, the receiving Party shall notify the producing Party in writing of such  
17 destruction within ten (10) days of receipt of written notice of the inadvertent production. This  
18 provision is not intended to apply to any inadvertent production of any Information protected by  
19 attorney-client or work product privileges. In the event that this provision conflicts with any  
20 applicable law regarding waiver of confidentiality through the inadvertent production of Documents,  
21 Testimony or Information, such law shall govern.

22           6.       In the event that counsel for a Party receiving Documents, Testimony or Information  
23 in discovery designated as “Confidential” objects to such designation with respect to any or all of  
24 such items, said counsel shall advise counsel for the Designating Party, in writing, of such  
25 objections, the specific Documents, Testimony or Information to which each objection pertains, and  
26 the specific reasons and support for such objections (the “Designation Objections”). Counsel for the  
27 Designating Party shall have thirty (30) days from receipt of the written Designation Objections to  
28 either (a) agree in writing to de-designate Documents, Testimony or Information pursuant to any or

1 all of the Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all  
2 designations on Documents, Testimony or Information addressed by the Designation Objections  
3 (the "Designation Motion"). Pending a resolution of the Designation Motion by the Court, any and  
4 all existing designations on the Documents, Testimony or Information at issue in such Motion shall  
5 remain in place. The Designating Party shall have the burden on any Designation Motion of  
6 establishing the applicability of its "Confidential" designation. In the event that the Designation  
7 Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such  
8 Documents, Testimony or Information shall be de-designated in accordance with the Designation  
9 Objection applicable to such material.

10 7. Access to and/or Disclosure of Confidential Materials designated as "Confidential"  
11 shall be permitted only to the following persons:

12 a. the Court;

13 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,  
14 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the  
15 Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties  
16 and the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that  
17 each non-lawyer given access to Confidential Materials shall be advised that such Materials are  
18 being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order  
19 and that they may not be Disclosed other than pursuant to its terms;

20 c. those officers, directors, partners, members, employees and agents of all non-  
21 designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution  
22 and defense of this Proceeding; provided, however, that prior to the Disclosure of Confidential  
23 Materials to any such officer, director, partner, member, employee or agent, counsel for the Party  
24 making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such person,  
25 shall explain that such person is bound to follow the terms of such Order, and shall secure the  
26 signature of such person on a statement in the form attached hereto as Exhibit A;

27 d. court reporters in this Proceeding (whether at depositions, hearings, or any  
28 other proceeding);

1 e. any deposition, trial or hearing witness in the Proceeding who previously has  
2 had access to the Confidential Materials, or who is currently or was previously an officer, director,  
3 partner, member, employee or agent of an entity that has had access to the Confidential Materials;

4 f. any deposition or non-trial hearing witness in the Proceeding who previously  
5 did not have access to the Confidential Materials; provided, however, that each such witness given  
6 access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant  
7 to, and are subject to, the terms of this Stipulation and Protective Order and that they may not be  
8 Disclosed other than pursuant to its terms;

9 g. mock jury participants, provided, however, that prior to the Disclosure of  
10 Confidential Materials to any such mock jury participant, counsel for the Party making the  
11 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall explain  
12 that such person is bound to follow the terms of such Order, and shall secure the signature of such  
13 person on a statement in the form attached hereto as Exhibit A.

14 h. outside experts or expert consultants consulted by the undersigned Parties or  
15 their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
16 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such expert  
17 or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
18 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
19 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall  
20 be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation  
21 and Protective Order by any such expert or expert consultant, to promptly notify counsel for the  
22 Designating Party of such breach or threatened breach; and

23 i. any other person that the Designating Party agrees to in writing.

24 8. Confidential Materials shall be used by the persons receiving them only for the  
25 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or  
26 defending the Proceeding, and not for any business or other purpose whatsoever.  
27  
28

1           9.       Any Party to the Proceeding (or other person subject to the terms of this Stipulation  
2 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the  
3 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

4           10.       Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
5 Protective Order shall not:

6                   a.       operate as an admission by any person that any particular Document,  
7 Testimony or Information marked “Confidential” contains or reflects trade secrets, proprietary,  
8 confidential or competitively sensitive business, commercial, financial or personal information; or

9                   b.       prejudice in any way the right of any Party (or any other person subject to the  
10 terms of this Stipulation and Protective Order):

11                           i.       to seek a determination by the Court of whether any particular  
12 Confidential Material should be subject to protection as “Confidential” under the  
13 terms of this Stipulation and Protective Order; or

14                           ii.       to seek relief from the Court on appropriate notice to all other Parties  
15 to the Proceeding from any provision(s) of this Stipulation and Protective Order,  
16 either generally or as to any particular Document, Material or Information.

17           11.       Any Party to the Proceeding who has not executed this Stipulation and Protective  
18 Order as of the time it is presented to the Court for signature may thereafter become a Party to this  
19 Stipulation and Protective Order by its counsel’s signing and dating a copy thereof and filing the  
20 same with the Court, and serving copies of such signed and dated copy upon the other Parties to this  
21 Stipulation and Protective Order.

22           12.       Any Information that may be produced by a non-Party witness in discovery in the  
23 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
24 “Confidential” under the terms of this Stipulation and Protective Order, and any such designation by  
25 a non-Party shall have the same force and effect, and create the same duties and obligations, as if  
26 made by one of the undersigned Parties hereto. Any such designation shall also function as a  
27 consent by such producing Party to the authority of the Court in the Proceeding to resolve and  
28

1 conclusively determine any motion or other application made by any person or Party with respect to  
2 such designation, or any other matter otherwise arising under this Stipulation and Protective Order.

3           13.     If any person subject to this Stipulation and Protective Order who has custody of any  
4 Confidential Materials receives a subpoena or other process (“Subpoena”) from any government or  
5 other person or entity demanding production of Confidential Materials, the recipient of the  
6 Subpoena shall promptly give notice of the same by electronic mail transmission, followed by either  
7 express mail or overnight delivery to counsel of record for the Designating Party, and shall furnish  
8 such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may,  
9 in its sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose  
10 production of the Confidential Materials, and/or seek to obtain confidential treatment of such  
11 Confidential Materials from the subpoenaing person or entity to the fullest extent available under  
12 law. The recipient of the Subpoena may not produce any Documents, Testimony or Information  
13 pursuant to the Subpoena prior to the date specified for production on the Subpoena.

14           14.     Nothing in this Stipulation and Protective Order shall be construed to preclude either  
15 Party from asserting in good faith that certain Confidential Materials require additional protection.  
16 The Parties shall meet and confer to agree upon the terms of such additional protection.

17           15.     If, after execution of this Stipulation and Protective Order, any Confidential  
18 Materials submitted by a Designating Party under the terms of this Stipulation and Protective Order  
19 is Disclosed by a non-Designating Party to any person other than in the manner authorized by this  
20 Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure shall  
21 bring all pertinent facts relating to the Disclosure of such Confidential Materials to the immediate  
22 attention of the Designating Party.

23           16.     This Stipulation and Protective Order is entered into without prejudice to the right of  
24 any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
25 Confidential Materials designated by that Party. If the Designating Party uses Confidential  
26 Materials in a non-Confidential manner, then the Designating Party shall advise that the designation  
27 no longer applies.

28



1           17.     Where any Confidential Materials, or Information derived from Confidential  
2 Materials, is included in any motion or other proceeding governed by California Rules of Court,  
3 Rules 2.550 and 2.551, the party shall follow those rules. With respect to discovery motions or  
4 other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the following  
5 shall apply: If Confidential Materials or Information derived from Confidential Materials are  
6 submitted to or otherwise disclosed to the Court in connection with discovery motions and  
7 proceedings, the same shall be separately filed under seal with the clerk of the Court in an envelope  
8 marked: “CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER  
9 AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED.”

10           18.     The Parties shall meet and confer regarding the procedures for use of Confidential  
11 Materials at trial and shall move the Court for entry of an appropriate order.

12           19.     Nothing in this Stipulation and Protective Order shall affect the admissibility into  
13 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to  
14 pursue other appropriate judicial action with respect to any ruling made by the Court concerning the  
15 issue of the status of Protected Material.

16           20.     This Stipulation and Protective Order shall continue to be binding after the  
17 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
18 that a Party may seek the written permission of the Designating Party or may move the Court for  
19 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
20 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
21 Order, even after the Proceeding is terminated.

22           21.     Upon written request made within thirty (30) days after the settlement or other  
23 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
24 promptly return to counsel for each Designating Party all Confidential Materials and all copies  
25 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with  
26 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading  
27 filed with the Court [and one copy of each deposition together with the exhibits marked at the  
28 deposition)]\*, (b) agree with counsel for the Designating Party upon appropriate methods and



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

**GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and Protective Order.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE \_\_\_\_\_

1 **EXHIBIT A**

2 **CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

3 I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
4 \_\_\_\_\_ [POSITION AND EMPLOYER], am  
5 about to receive Confidential Materials supplied in connection with the Proceeding, (INSERT  
6 CASE NO.). I certify that I understand that the Confidential Materials are provided to me subject to  
7 the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have  
8 been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by  
9 its terms.

10 I understand that Confidential Materials, as defined in the Stipulation and Protective Order,  
11 including any notes or other records that may be made regarding any such materials, shall not be  
12 Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will  
13 not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials  
14 obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the  
15 Court in the Proceeding.

16 I further understand that I am to retain all copies of all Confidential Materials provided to me  
17 in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my  
18 personal custody until termination of my participation in this Proceeding, whereupon the copies of  
19 such Materials will be returned to counsel who provided me with such Materials.

20 I declare under penalty of perjury, under the laws of the State of California, that the  
21 foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_.

22 DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

Title

Address

City, State, Zip

Telephone Number