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9 Jane Doe

10 SUPERIOR COURT OF CALIFORNIA  
11 IN AND FOR THE COUNTY OF SAN DIEGO  
12 NORTH COUNTY

13 JANE DOE,  
14 Plaintiff,

15 vs.

16 ROBERT ROE, and DOES 1 through  
17 50,  
18 Defendants.

CASE NO. GIN 123456

**STIPULATION AND PROTECTIVE  
ORDER GOVERNING DISCOVERY  
AND DOCUMENTS**

JUDGE: Hon. John Wiseandfair  
Dept. 83

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1 IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff JANE DOE,  
2 and defendant ROBERT ROE, by their undersigned attorneys, that a Protective Order may be  
3 entered in this action pursuant to California Code of Civil Procedure Sections 2025.420,  
4 2030.090, 2031.060 and 2033.080, as follows:

5 1. As used herein, information designated as "CONFIDENTIAL" as hereinafter  
6 provided, includes any document (including writings, as defined by California Evidence Code  
7 Section 250) produced by any party in response to any discovery request, any interrogatory  
8 answers, any response to a request to admit, any deposition transcripts, together with all  
9 information contained therein and derived therefrom, and all copies, excerpts, or summaries  
10 thereof.

11 2. If any party in good faith believes a document or other discovery response  
12 constitutes, contains, or reflects trade secrets or proprietary, privileged, or other confidential  
13 matter, that party may designate such document or discovery response as "CONFIDENTIAL" in  
14 accordance with the procedures set forth in paragraphs 3 and 4, hereof. Any document or  
15 discovery response so designated, and all information contained therein and derived therefrom,  
16 and all copies, excerpts, and summaries thereof shall be considered, "CONFIDENTIAL" for  
17 purposes of this Stipulation and Protective Order.

18 3. To designate any information as protected information under this Stipulation and  
19 Protective Order, the party choosing to make such designation shall:

20 a. In the case of documents and other tangible things, mark such matters  
21 "CONFIDENTIAL" at or prior to the time of production.

22 b. In the case of depositions, state on the record that the depositions or a specified  
23 portion thereof involves confidential information, or by so advising all counsel within 21 days of  
24 receipt of the transcript. During this 21-day period, all deposition transcripts and the information  
25 contained therein shall be deemed designated as "CONFIDENTIAL."

26 4. All information designated as "CONFIDENTIAL" shall be used solely for  
27 the prosecution or defense of this action and shall not be disclosed in any manner to  
28 anyone other than the following:

- 1 a. counsel who are actively engaged in the prosecution or defense of this  
2 action and employees or agents of such counsel assisting in the conduct of this action;
- 3 b. experts or consultants assisting counsel in this action;
- 4 c. parties and consultants of any party where deemed necessary by counsel to  
5 assist in the prosecution or defense of this action;
- 6 d. witnesses and their counsel during the course of, or in the preparation for,  
7 hearings for depositions in this action where deemed necessary by counsel to assist in the  
8 prosecution of his or her action;
- 9 e. the mediator assigned by the Court to mediate this case and any of his or her  
10 employees s/he deems necessary to effectively mediate this case;
- 11 f. the California Superior Court for the County of San Diego and its  
12 personnel, including stenographic reporters regularly employed by the Court;
- 13 g. stenographic reporters not regularly employed by the Court, who are  
14 engaged in such proceedings as are necessarily incident to the conduct of this action; and
- 15 h. other persons only in accordance with paragraph 7 of this Stipulation and  
16 Order.

17 5. Each person to whom any information designated “CONFIDENTIAL” is  
18 disclosed shall be bound by the terms of this Stipulation and Order.

19 6. Prior to disclosure of any information designated as “CONFIDENTIAL”  
20 under this Order, each person to whom such information is to be disclosed (excluding the  
21 Court, counsel of record and legal assistance or other law firm employees working under  
22 their supervision in the prosecution or defense of this action) shall execute the form  
23 attached hereto as APPENDIX A. Counsel shall maintain all such executed forms on file  
24 throughout the pendency of this action.

25 7. In the event that counsel for any party determines that the prosecution or  
26 defense of this action requires that any “CONFIDENTIAL” information be disclosed to  
27 persons not otherwise authorized herein, such counsel shall provide counsel for the party  
28 that produced such material written notice of the intended disclosure (which notice shall

1 specify with particularity the information to be disclosed and the identity, including name,  
2 title, and employer, of the otherwise unauthorized person) not less than seven (7) days  
3 prior to disclosure, or such shorter period as is agreeable to the party that produced such  
4 material. If, within four (4) days of receipt of such notice, counsel for the party which  
5 produced the material objects in writing to such disclosure to the counsel giving notice,  
6 the information shall not be disclosed unless the Court so orders. A Court order to  
7 disclose information as described in this paragraph may be obtained on an ex parte basis.

8         8.       The designation of specific material as "CONFIDENTIAL" shall be subject  
9 to challenge only after the parties have met and conferred in order to resolve any dispute  
10 regarding such designation. If the parties are unable to informally resolve a dispute  
11 regarding a "CONFIDENTIAL" designation, any party may seek to obtain a court order  
12 ruling that the disputed information or document is or is not "CONFIDENTIAL." This  
13 order may be sought on an ex parte basis.

14         9.       If any party wishes to include any information subject to this Stipulation  
15 and Protective Order or any summary, abstract or description thereof in any document  
16 filed with the Court in connection with the resolution of a hearing other than trial, such  
17 document or such portion thereof that contains "CONFIDENTIAL" information shall be  
18 filed with the court under seal in an envelope marked "CONFIDENTIAL: SUBJECT TO  
19 PROTECTIVE ORDER." All materials so filed shall be maintained by the Clerk of the  
20 Court separate from the public records in this action and shall be released only upon  
21 further Order of the Court.

22         10.      Each person to whom any information subject to this Stipulation and  
23 Protective Order is disclosed is hereby prohibited from divulging such material or any  
24 information contained therein or from exploiting in any way such material or information  
25 for his or her own benefit, and From using such material or information for any purposes  
26 or in any manner not connected with the prosecution or defense of this action.

27         11.      Entering into, agreeing to, and/or complying with the terms of this  
28 Stipulation and Order shall not:

1 a. operate as an admission that any particular designated material constitutes,  
2 contains or reflects trade secrets, proprietary or commercial information, privileged or  
3 other confidential matter;

4 b. prejudice in any way the right of any party to object to the production of  
5 documents or information it considers not subject to discovery or to seek a Court  
6 determination whether particular designated material should be produced;

7 c. prejudice in any way the right of any party to apply to the Court to rescind  
8 or modify the terms of this Stipulation and Order or to move the Court for a further  
9 protective order;

10 d. prejudice in any way the right of any party to use, or object to the use of any  
11 designated material at any hearing or at trial;

12 e. affect the obligations of any party or person to comply with the terms of  
13 any compulsory process; or,

14 f. affect any existing rights of the parties or any member of the public to  
15 review, or republish materials, designated or not, that have been used at trial or submitted  
16 as a basis for adjudication.

17 12. This Stipulation and Order shall have no effect upon, and its scope shall not  
18 extend to, any party's use of its own documents, testimony, and information.

19 13. This Stipulation and Order shall be effective from the date on which it is  
20 entered by the Court and shall apply from that date forward to all discovery and  
21 documents in this matter, whether produced before or after that date.

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1           14.    Within sixty (60) days after final disposition of this action (including all  
2 appellate proceedings), all “CONFIDENTIAL” material and all copies, excerpts, and  
3 extracts (excluding excerpts or extracts incorporated into any privileged memoranda),  
4 except for such material which has become part of the record in this action, shall be  
5 destroyed or returned to the person producing the material. Any party to this Stipulation  
6 may seek assurances that such destruction or return has taken place by serving a demand  
7 in writing to counsel for the other party for such assurance, which shall be responded to in  
8 writing within thirty (30) days of receipt thereof.

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1 SUPERIOR COURT OF CALIFORNIA  
2 IN AND FOR THE COUNTY OF SAN DIEGO  
3 NORTH COUNTY

4 JANE DOE,  
5 Plaintiff,

6 vs.

7 ROBERT ROE, and DOES 1 through  
8 50,  
9 Defendants..

CASE NO. GIN 123456

**APPENDIX 'A' TO STIPULATION  
AND PROTECTIVE ORDER  
GOVERNING DISCOVERY  
AND DOCUMENTS**

JUDGE: Hon. John Wiseandfair  
Dept. 83

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12 AGREEMENT CONCERNING CONFIDENTIAL MATERIAL COVERED BY  
13 A STIPULATION AND PROTECTIVE ORDER ENTERED ON \_\_\_\_\_, 2006.

14 The undersigned hereby acknowledges having read the annexed Stipulation and  
15 Protective Order, entered in the above-entitled action on \_\_\_\_\_, 2006, and  
16 understands the terms thereof, and agrees to be bound by said Stipulation and Order and  
17 by such other orders as may be made by the Court respecting the discovery of confidential  
18 material in this action.

19 In addition, the undersigned agrees that, except as set forth in said Stipulation and  
20 Protective Order, he/she will not publish any copy of any confidential material given to  
21 him/her, and will not communicate the contents of such confidential material to any  
22 person not otherwise authorized to receive such material according to the Stipulation and  
23 Protective Order, and agrees to hold such confidential material in confidence according to  
24 the terms of the Stipulation and Protective Order.

25 In addition, the undersigned agrees that at the conclusion of his/her duties in  
26 connection with the above entitled action, all confidential material received by he/she,  
27 and all copies, extracts, abstracts, charts and summaries thereof, whether written or  
28 otherwise recorded, will be returned to the person from whom such material was



1 received. The undersigned understands that a violation of the Stipulation and Protective  
2 Order may result in civil or criminal contempt penalties.

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Dated:

By: \_\_\_\_\_

For Information Contact:

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