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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SYLVESTER OWINO, JONATHAN  
GOMEZ, on behalf of themselves, and all  
other similarly situated,  
  
Plaintiff,  
  
v.  
  
CORECIVIC, INC.,  
  
Defendants.

Case No.: 3:17-cv-1112-JLS-NLS

**ORDER GRANTING JOINT  
MOTION FOR ENTRY OF  
PROTECTIVE ORDER**

**[ECF No. 59]**

The Court having read the parties’ Joint Motion for Entry of Protective Order in this matter, finding no objection and good cause appearing, **IT IS HEREBY ORDERED** that this motion is **GRANTED**, and the following protective order is entered.

**PROTECTIVE ORDER**

1. Disclosure and discovery in this action may involve the production of information and materials that the Parties contend may contain 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 (“Order”).

1           2.     The Parties acknowledge that this Order does not confer blanket protections  
2 on all disclosures or responses to discovery, including third-party discovery, and that the  
3 protection the Order affords from public disclosure and use extends only to the limited  
4 information or items that are entitled to confidential treatment under the applicable legal  
5 principles. The Parties further acknowledge that, without separate Court order, this  
6 Stipulated Protective Order and the Parties' stipulation does not change, amend, or  
7 circumvent any Court rule or local rule.

8           3.     For purposes of this Order, "discovery" means all information, documents,  
9 and things subject to discovery and that may be used as evidence in this action (including  
10 items that are reasonably calculated to lead to the discovery of evidence in this action),  
11 whether produced by any party or a third party, including but not limited to, documents  
12 and information produced pursuant to Rule 26, testimony adduced at depositions pursuant  
13 to Rule 30 or 31, answers to interrogatories pursuant to Rule 33, documents produced  
14 pursuant to Rule 34, and answers to requests for admissions pursuant to Rule 36. The term  
15 "documents" includes but is not limited to, correspondence, memoranda, interoffice and/or  
16 intra-corporate communications, letters, statements, contracts, invoices, drafts, charts,  
17 work sheets, logs, transcripts, summaries, notes, abstracts, drawings, diagrams, maps,  
18 specifications, sketches, drawings, data, reports, work assignments, instructions, bulletins,  
19 blueprints, customer lists or other material that identify customers or potential customers,  
20 price lists or schedules or other matter identifying pricing, minutes, telegrams, cancelled  
21 checks, books of account, notes of conversations, desk diaries, appointment books, expense  
22 accounts, recordings, photographs, compilations from which information can be obtained  
23 and translated into reasonably usable form through detection devices, disclosures, models  
24 and prototypes and other physical objects, and other writings.

25           4.     For purposes of this Order, CONFIDENTIAL INFORMATION means any  
26 document, information, or tangible thing, electronic recording or transcript of oral  
27 testimony, whether or not made under oath, or any portion of such a document, thing,  
28 recording, or transcript, designated by any party as "CONFIDENTIAL INFORMATION"

1 because the party making the designation avers in good faith that the document or  
2 information contains CONFIDENTIAL INFORMATION, that the designating party can  
3 and would make a showing to the Court sufficient to justify the filing of the document or  
4 information under seal in accordance with Federal Rule of Civil Procedure 26(c) and/or  
5 controlling federal case law, including the following: (a) proprietary information (trade  
6 secret, proprietary matter, or other confidential research, development, or commercial  
7 information as those terms are used in Federal Rule of Civil Procedure 26), (b) security-  
8 sensitive information (information that if released to the public or inmate/detainee  
9 population would have a high likelihood to compromise the safety and security of a  
10 correctional or detention facility), (c) confidential personal information, or (d) information  
11 reasonably believed to be protected from disclosure pursuant to state or federal law.

12 5. CONFIDENTIAL INFORMATION shall not include information contained  
13 in the public domain at the time of disclosure in this action (including but not limited to  
14 public files of any Federal or State court or agency that has been disclosed or is otherwise  
15 subject to disclosure under relevant law). Should CONFIDENTIAL INFORMATION  
16 become part of the public domain during the pendency of this action, the Parties will meet  
17 and confer on the information's confidential designation.

18 6. Each party that designates information or items for protection under this Order  
19 must take care to limit any such designation to specific material that qualifies for protection  
20 under appropriate legal standards, again in good faith that the designated material is  
21 confidential, proprietary, or private information. The designating party must designate for  
22 protection only those parts of material, documents, items, or oral or written  
23 communications that qualify (so that other portions of the material, documents, items, or  
24 communications for which protection is not warranted are not swept unjustifiably within  
25 the ambit of this Order).

26 7. Only documents and information marked as "CONFIDENTIAL" will be  
27 subject to this Order. Documents and information subject to this Order will be used by  
28 non-producing parties only in this lawsuit, including any appeals. CONFIDENTIAL

1 INFORMATION will not be disseminated or produced except in accordance with this  
2 Order.

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

6 a. If a party receives a document or information that the party knows or  
7 has reason to believe may constitute CONFIDENTIAL INFORMATION, but which was  
8 not designated as such by the producing party, the receiving party shall promptly notify the  
9 producing party so that the parties may meet and confer as to whether the document should  
10 have been designated as confidential. The receiving party shall treat the document or  
11 information as if it had been designated as CONFIDENTIAL INFORMATION until the  
12 parties have met and conferred and the producing party has either designated the document  
13 or information as confidential and produced a copy of the document or information marked  
14 as “CONFIDENTIAL,” at which point all other provisions of this Order will apply,  
15 including the receiving party’s right to challenge the designation, or informed the receiving  
16 party that it will not do so.

17 b. If a party discovers that it has inadvertently produced  
18 CONFIDENTIAL INFORMATION without designating it as such, it shall promptly  
19 inform the receiving party that the document or information is confidential and produce a  
20 copy of the document or information marked as “CONFIDENTIAL.” Upon receiving such  
21 notice, the receiving party shall treat the document as if it had been originally designated  
22 as CONFIDENTIAL INFORMATION.

23 c. At any time a party is notified that a document or information was  
24 inadvertently produced without being marked as “CONFIDENTIAL,” and the document  
25 or information is already part of a filing with the Court, the filing party shall either  
26 withdraw the document or information or the parties shall agree to brief the issue for the  
27 Court pursuant to applicable law, including Civ. L.R. 79.2, ECF Administrative Policies  
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1 and Procedures, Section II.j, and the chambers' rules, with respect to filing documents  
2 under seal.

3 9. Whenever a deposition or court proceeding involves the disclosure of a party's  
4 CONFIDENTIAL INFORMATION to another party, the following procedure will apply:

5 a. The court reporter will be directed to bind those portions of the  
6 transcript containing CONFIDENTIAL INFORMATION separately. This request will be  
7 made on the record whenever possible. However, a party may designate portions of  
8 depositions as containing CONFIDENTIAL INFORMATION after transcription of the  
9 proceedings provided that the designating party make such designation within fourteen  
10 (14) days after receipt of the deposition transcript.

11 b. The cover of any portion of a deposition or court proceeding transcript  
12 that contains testimony or documentary evidence that has been designated  
13 CONFIDENTIAL INFORMATION will be prominently marked with the legend:  
14 CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER.

15 c. All portions of deposition transcripts designated as CONFIDENTIAL  
16 INFORMATION will be sealed and will not be disseminated except to the persons  
17 identified below.

18 10. If counsel for any party wishes to file CONFIDENTIAL INFORMATION on  
19 the public docket or otherwise make it publicly available, counsel shall notify opposing  
20 counsel of their intent to file or distribute such material at least three business days before  
21 doing so. Upon such notice, counsel for both parties shall confer in good faith to determine  
22 whether redactions are necessary and to agree on appropriate redactions. All pleadings that  
23 contain CONFIDENTIAL INFORMATION shall be filed in the public record in redacted  
24 form, with as few redactions as possible. An unredacted version will be filed under seal  
25 with the clerk of the court.

26 11. Nothing shall be filed under seal, and the Court shall not be required to take  
27 any action, without separate prior order by the Judge before whom the hearing or  
28 proceeding will take place, after application by the affected party with appropriate notice

1 to opposing counsel. The parties shall follow and abide by applicable law, including Civ.  
2 L.R. 79.2, ECF Administrative Policies and Procedures, Section II.j, and the chambers'  
3 rules, with respect to filing documents under seal.

4 12. Subject to the Federal Rules of Evidence, CONFIDENTIAL  
5 INFORMATION may be offered in evidence at trial or any court hearing in this matter,  
6 provided that the proponent of the evidence gives reasonable notice to counsel for any party  
7 or other person who designated the information as confidential. Any party may move the  
8 Court for an order that the evidence be received in camera or under other conditions to  
9 prevent unnecessary disclosure. The Court will then determine whether the proffered  
10 evidence should continue to be treated as confidential information and what protection, if  
11 any, may be afforded to the information at trial.

12 13. Unless otherwise provided in this Order, access to CONFIDENTIAL  
13 INFORMATION will be restricted to: the Court and its officers; attorneys in this action  
14 and their support staff, including paralegals, legal interns, and legal assistants; testifying or  
15 consulting experts; any person noticed for deposition or designated as a trial witness to the  
16 extent reasonably necessary to prepare such person to testify, except as prohibited by this  
17 Order; U.S. agency officials who are decision makers related to this litigation; where  
18 production is required by the Federal Rules of Civil Procedure; or where production is  
19 ordered by the Court. Any person to whom disclosure is made will be furnished with a  
20 copy of this Order and will be subject to the Order.

21 14. The parties recognize that CONFIDENTIAL INFORMATION containing the  
22 address, identifying information (does not include last names of current and former  
23 CoreCivic employees and contractors), dependent information, or contact information  
24 concerning current or former CoreCivic employees or contractors, as well as  
25 CONFIDENTIAL INFORMATION containing policies, protocols, practices, and  
26 directives specifically relating to security procedures utilized by any CoreCivic employee  
27 or contractor or at any CoreCivic facility, may contain particularly sensitive information  
28 relating to the safety and security of CoreCivic facilities and its personnel. Such

1 information will be disclosed only to those individuals authorized above. Moreover,  
2 should the need arise to disclose this information beyond those authorized in this Order,  
3 including to any current or former detainee or member of the general public, the parties  
4 shall meet and confer regarding the need for such disclosure and seek guidance from the  
5 Court if necessary.

6 15. If any party, or that party's counsel, expert, or agent, is required by law or  
7 court order to disclose a designating party's CONFIDENTIAL INFORMATION to any  
8 person or entity not identified above, the name of that person or entity will be furnished to  
9 the designating party as far in advance of disclosure as is reasonably possible (ideally, not  
10 less than two weeks), so that the designating party may object and seek further protection  
11 as necessary. Once an objection has been made, there will be no disclosure until the matter  
12 is resolved, unless disclosure is required by law or court order. Any person not listed above  
13 who is then entitled to receive CONFIDENTIAL INFORMATION must be furnished with  
14 a copy of this Order.

15 16. The parties retain the right to challenge the designation of a particular  
16 document as CONFIDENTIAL INFORMATION. If a party to this Order who has received  
17 material marked CONFIDENTIAL in accordance with this Order disagrees with the  
18 designation, in full or in part, the party shall notify the producing party in writing, and the  
19 parties will confer in good faith as to the status of the material at issue. If the recipient and  
20 the producing party are unable to agree upon the status of the material at issue, any party  
21 may raise the issue with the Court for resolution. Any disputes regarding designations must  
22 be brought to the Court's attention within 45 days of the event giving rise to the dispute,  
23 as defined in these chambers' rules. The burden of proof with respect to the propriety or  
24 correctness of the designation of information as CONFIDENTIAL INFORMATION will  
25 rest on the designating party. No party, by treating designated material as  
26 CONFIDENTIAL INFORMATION in accordance with this Order, shall be deemed to  
27 have conceded that the material actually is confidential.  
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1           17. Upon completion of this litigation, counsel and their experts shall return, or  
2 by agreement of the parties may provide a Certificate of Destruction, to the producing party  
3 any CONFIDENTIAL INFORMATION produced in this action. Legal memoranda and  
4 briefs containing protected information and any work product materials containing  
5 protected information may be retained if such documents shall be kept in the possession of  
6 a private litigant's counsel, and shall not in the future be disclosed contrary to the  
7 provisions of this Order. Nothing herein shall restrict the parties' use of their own records  
8 for official business or for other purposes consistent with other applicable laws and  
9 regulations.


10           18. Nothing in this Agreement precludes the parties from seeking and obtaining,  
11 on an appropriate showing, additional protection with respect to the confidentiality of  
12 documents or other discovery material or relief from the Order.

13           19. Each person designated above, by receiving a copy of this Order, agrees to  
14 abide by its provisions and to see that its provisions are known and adhered to by those  
15 under his or her supervision or control, and to submit to the jurisdiction of the Court in the  
16 event the Order is breached.

17           20. The Court may modify the Order in the interests of justice or for public policy  
18 reasons.

19           **IT IS SO ORDERED.**

20 Dated: August 13, 2018

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22 Hon. Nita L. Stormes  
23 United States Magistrate Judge  
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