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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

<p>MANDY LIEN <i>et al.</i>,</p> <p style="padding-left: 40px;">Plaintiffs,</p> <p style="padding-left: 40px;">v.</p> <p>CITY OF SAN DIEGO,</p> <p style="padding-left: 40px;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 21-CV-224-MMA(WVG)</p> <p>PROTECTIVE ORDER</p> <p>[Doc. No. 20.]</p>
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The parties’ joint motion for a protective order is GRANTED. The Court finds discovery and other proceedings in this action may involve the production or disclosure of confidential personal information, including without limitation, confidential peace officer information and the identity and contact information of third parties who may have given information concerning a law enforcement investigation. Accordingly, **IT IS HEREBY ORDERED:**

1. Definitions of terms used in this Protective Order are:
 - (a) “Proceeding” means the matter captioned *Mandy Lien et al. v. City of San Diego*, Case No. 21-CV-2240MMA(WVG) in the United States District Court for the Southern District of California.
 - (b) “Confidential” refers to: (i) any information contained within a peace officer personnel file; (ii) the name, address,

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phone, license number, photo or likeness of any witness or other person interviewed by the San Diego Police Department; (iii) the private financial information, including the social security number of any party or witness; (iv) the private medical information, including psychiatric or psychological information, of any party or witness; (v) any other information deemed privileged or confidential pursuant to any State or Federal statute or regulation, or any court order; and (vi) anything that a party designates as such.

(c) “Document” refers to any book, pamphlet, periodical, letter, report, memorandum, notation, message, telegram, cable, record, study, working paper, file, chart, graph, photograph, film, video, index, tape, correspondence, record of purchase or sale, contract, agreement, lease, invoice, e-mail, electronic or other transcriptions or taping or recording of telephone or personal conversations or conferences, or any and all other written, printed, typed, punched, taped, filmed, or graphic matter, or tangible thing, however produced or reproduced, including but not limited to electronically stored information.

2. After evaluating the document(s) and determining in good faith that specific information contained therein is confidential as defined in Paragraph 1 above, those portions of the document containing such confidential information may be redacted and/or designated as “Confidential” by stamping, typing or designating the document(s) as such. If there is an inadvertent production of documents that bear pages containing an improper designation, those pages may be re-designated by providing written notice to the receiving party. Upon receiving a designation or re-designation via written notice, the receiving party shall treat the document pages according to the confidential designation.

3. Deposition testimony or other testimony may be designated “Confidential” either before the testimony is given, at the time the testimony is given, or at any time thereafter. The transcript and/or video recording of the designated

1 testimony shall be bound in a separate volume and marked by the court reporter with
2 the appropriate legend as directed by the designating party.

3 4. Documents containing information designated “Confidential” shall not
4 be disclosed or used for any purpose other than the defense, prosecution, or
5 settlement of this Proceeding, unless all such confidential information is redacted.

6 5. Unredacted “Confidential” documents may be seen only by:

7 (a) this Court and its personnel;

8 (b) attorneys working on this action on behalf of any party
9 and such attorneys’ employees and independent
10 contractors who are involved in the preparation and trial of
11 this action;

12 (c) independent experts and consultants, including experts
13 or consultants who are not retained or are not expected to
14 testify (pursuant to Paragraph 6 of this Protective Order);

15 (d) court reporters, videographers, commercial copy
16 services, translators, demonstrative exhibit preparers, trial
17 consultants, and data and computer support organizations
18 hired by and assisting the attorneys for any party;

19 (e) any person from whom testimony is taken, where such
20 person was an author or a recipient of the designated
21 document or where counsel for the designating party has,
22 either before or during the deposition, approved the
23 disclosure of such documents to that person, except that
24 such person may not retain any such documents;

25 (f) the individual parties and officers, directors and
26 employees of any party; and

27 (g) federal, state or local law enforcement agents pursuant
28 to subpoena, warrant, or in the course of an investigation
of criminal wrongdoing.

Neither unredacted “Confidential” documents nor the confidential information
contained therein shall be disclosed to any other persons.

1 6. Unredacted “Confidential” documents may only be shown to those
2 persons identified in Paragraphs 5(c) and 5(e) above when disclosure of the
3 documents is necessary for purposes of this Proceeding and the disclosing party has
4 obtained written agreement, in the form attached hereto as Attachment A for
5 individuals and Attachment B for organizations, by the person or entity receiving the
6 disclosure to be bound by this Protective Order and to consent to the jurisdiction of
7 the United States District Court for the Southern District of California for purposes
8 of enforcing this Protective Order. The attorney for the party retaining the expert or
9 consultant or subpoenaing the witness identified in Paragraph 5(c) or (e) above shall
10 retain the written agreement for the duration of the litigation.

11 7. Nothing herein shall impose any restrictions on the use or disclosure by
12 a party of documents or portions of documents obtained by such party independent
13 of discovery from a party in this action, whether or not such documents or portions
14 of documents are also obtained through discovery in this action, or from disclosing
15 its own unredacted “Confidential” documents or portions of documents as it deems
16 appropriate. Nor shall this Protective Order restrict the use or disclosure of
17 documents or portions of documents that:

- 18 (a) are in the public domain at the time of the use or
19 disclosure;
- 20 (b) become part of the public domain after the time of
21 the use or disclosure, through no fault of the
22 receiving party;
- 23 (c) were received from a third party who was under no
24 obligation of confidentiality to the party that
25 produced the documents; or
- 26 (d) are derived or obtained independently of the use or
27 disclosure.

28 The receiving party shall have the burden of proving that the use or disclosure

1 satisfies one or more of these criteria.

2 8. If any party, agency or individual, who has received unredacted
3 “Confidential” documents, is served with a subpoena or other judicial process
4 demanding the production or disclosure of such documents, the receiving party,
5 agency or individual shall redact the confidential information, or alternatively:

6 (a) shall provide all parties to this stipulation with a
7 copy of the subpoena or other judicial process within ten
8 days following receipt thereof;

9 (b) shall inform the subpoenaing party that the requested
10 documents are governed by the terms of the Protective
11 Order in this case; and

12 (c) shall not disclose or produce unredacted
13 “Confidential” documents unless (i) the subpoenaed party
14 receives written permission from the designating party, or
15 (ii) the designating party fails to file a motion to protect
disclosure of such documents.

16 This provision is not applicable to documents sought by federal, state or local law
17 enforcement agents pursuant to subpoena, warrant, or in the course of an
18 investigation of criminal wrongdoing in accord with Paragraph 5(g) above.

19 9. If unredacted “Confidential” documents produced in accordance with
20 this Protective Order are disclosed to any person other than in the manner authorized
21 by this Protective Order, the party responsible for the disclosure shall immediately
22 bring all pertinent facts related to such disclosure to the attention of all counsel of
23 record and, without prejudice to other rights and remedies of the party that produced
24 the documents, shall make every possible effort to prevent any further disclosure by
25 it or by the person(s) who received such documents.

26 10. This Protective Order shall not restrict disclosure of unredacted
27 “Confidential” documents to the Court, its personnel, or any appellate court or federal
28 district court in accordance with this paragraph. All materials filed with this Court

1 that include documents containing unredacted confidential personal information
2 designated “Confidential,” or confidential personal information taken from such
3 documents, shall be filed with personal confidential information redacted. If,
4 however, the confidential personal information is relevant and necessary evidence
5 and therefore cannot be redacted, the parties agree they will seek to file all such
6 documents under seal pursuant to a stipulation between the parties in accord with
7 Local Rule 5(g). All unredacted “Confidential” materials shall be filed in sealed
8 envelopes or other appropriately sealed containers on which shall be recorded the
9 title of this action, the general nature of the contents of such sealed envelope or other
10 container, and a statement substantially in the following form:

11 **FILED UNDER SEAL AND SUBJECT TO**
12 **PROTECTIVE ORDER**

13 11. This Order is entered without prejudice to the right of any party to this
14 action to bring before the Court at any time the question of whether any particular
15 information is or is not “Confidential.” This includes the ability to question whether
16 a document filed under seal was appropriately designated “Confidential.” Whenever
17 a party to the Proceeding objects to the designation of unredacted documents as
18 “Confidential,” and if agreement by the parties cannot be reached as to
19 categorization, the objecting party may apply to the Court for an order re-designating
20 such unredacted documents, and, if applicable, unsealing such documents. The
21 designating party shall have the burden of sustaining the designation.

22 12. No document shall be filed under seal unless counsel secures a court
23 order allowing the filing of a document under seal. An application to file a document
24 under seal shall be served on opposing counsel, and on the person or entity that has
25 custody and control of the document, if different from opposing counsel. If opposing
26 counsel, or the person or entity who has custody and control of the document, wishes
27 to oppose the application, he/she must contact the chambers of the judge who will
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1 rule on the application, to notify the judge’s staff that an opposition to the application
2 will be filed.

3 13. Upon final adjudication of this Proceeding, unless otherwise agreed to
4 in writing by an attorney for the producing party, any party that has received
5 unredacted “Confidential” documents shall, after storing them for the period of time
6 called for by contract , State Bar guidelines, or any applicable state or federal law,
7 destroy such unredacted “Confidential” documents, including any copies, summaries
8 or compilations of such documents which contain the unredacted “Confidential”
9 information.

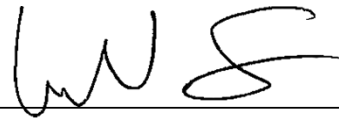
10 14. The terms of this Protective Order shall not narrow or truncate any
11 present or future pseudonym order issued by a Court of Law to protect the identity
12 of a sexual assault victim.

13 15. The terms of this Protective Order shall survive and remain in full force
14 and effect after the termination of the Proceeding.

15 16. The Court may modify the terms and conditions of the Order for good
16 cause, or in the interest of justice, or on its own order at any time in these Proceedings.

17 **IT IS SO ORDERED.**

18 DATED: August 27, 2021

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22 Hon. William V. Gallo
23 United States Magistrate Judge
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Attachment A

AGREEMENT TO BE BOUND BY TERMS OF PROTECTIVE ORDER

The undersigned has read the foregoing Protective Order entered by the Court in *Mandy Lien, et al. v. City of San Diego*, Case No. 21-CV-224-MMA(WVG), in the United States District Court for the Southern District of California. I understand its contents, and hereby undertake and agree to abide by its terms including, without limitation, those terms regarding the use of any unredacted document designated “Confidential” (as defined by the Protective Order), and any unredacted confidential information contained therein. The undersigned agrees to submit to the jurisdiction of the United States District Court for the Southern District of California for the purpose of enforcing the terms and conditions of the Protective Order.

Dated: _____

Name (Print or Type)

Signature

Company (if applicable)

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Attachment B

AGREEMENT TO BE BOUND BY TERMS OF PROTECTIVE ORDER

The undersigned, as an authorized representative of the organization specified below, has read the foregoing Protective Order entered by the Court in *Mandy Lien, et al. v. City of San Diego*, Case No. 21-CV-224-MMA(WVG) in the United States District Court for the Southern District Court for the Southern District of California. I understand its contents, and hereby undertake and agree to abide by its terms including, without limitation, those terms regarding the use of any unredacted document designated “Confidential” (as defined by the Protective Order), and any unredacted confidential information contained therein, apply to the organization and its employees, representatives, and agents, and that the company shall take responsibility for any violations of the Protective Order by any of its employees, representatives and agents who receive such documents. The organization further agrees to submit to the jurisdiction of the United States District Court for the Southern District of California for the purpose of enforcing the terms and conditions of the Protective Order.

Dated: _____

Name (Print or Type)

Signature

Company (if applicable)