

NOTE: CHANGES MADE BY THE COURT

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LUCIA MOREJON et al.,  
Plaintiffs,  
vs.  
JEFFREY A. MEYER et al.,  
Defendants.

CASE NO. CV15-06442 DMG (PLAx)

[Hon. Paul L. Abrams]

**PROTECTIVE ORDER RE:  
PLAINTIFF’S DISCOVERY  
REQUESTS TO CITY OF LONG  
BEACH AND OFFICER JEFFREY  
MEYER.**

Having considered the Joint Stipulation of the parties through their respective counsel of record to the entry of a protective order, which was submitted concurrently the court hereby issues the following protective order.

**1. A. 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 have stipulated to petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer

1 blanket protections on all disclosures or responses to discovery and that the protection it  
2 affords from public disclosure and use extends only to the limited information or items  
3 that are entitled to confidential treatment under the applicable legal principles. The  
4 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
5 Protective Order does not entitle them to file confidential information under seal; Civil  
6 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
7 will be applied when a party seeks permission from the court to file material under seal.

### 8 **B. GOOD CAUSE STATEMENT**

9 This action is likely to involve confidential and proprietary materials and  
10 information which consists of, among other things which the Plaintiffs have requested  
11 in their First Set of Interrogatories to Jeffrey Meyer, and their First Set of Request for  
12 Documents to the City, Defendant Jeffrey Meyer's confidential personnel records;  
13 citizen's complaints; Internal Affairs History and prior uses of force information  
14 (required by Long Beach Police Department Manual (Bate number 1097 – 1098)  
15 Section 8.1.3.1 (a) which details the officer involved shooting investigations by the  
16 Tactical Operations Committee, Section 8.1.4, the District Attorney's Office to the  
17 response to the OIS; and, Section 8.1.6, the investigation and findings of The Shooting  
18 Review Board (Bate number 1100 – 1103) (including information implicating privacy  
19 rights of third parties), information otherwise generally unavailable to the public, or  
20 which may be privileged or otherwise protected from disclosure under state or federal  
21 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow  
22 of information, to facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
25 material in preparation for and in the conduct of trial, to address their handling at the  
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1 end of the litigation, and serve the ends of justice, a protective order for such  
2 information is justified in this matter. It is the intent of the parties that information will  
3 not be designated as confidential for tactical reasons and that nothing be so designated  
4 without a good faith belief that it has been maintained in a confidential, non-public  
5 manner, and there is good cause why it should not be part of the public record of this  
6 case, unless filed in, or response to a dispositive motion.

## 7 8 **2. DEFINITIONS**

9 2.1 Action: this pending federal law suit.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

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

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 "CONFIDENTIAL."

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

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
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1 expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5       2.9 Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7       2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
8 this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
10 appeared on behalf of that party, including support staff.

11       2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
19 their employees and subcontractors.

20       2.14 Protected Material: any Disclosure or Discovery Material that is designated  
21 as "CONFIDENTIAL."

22       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24 **3. SCOPE**

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

5 Any use of Protected Material at trial shall be governed by the orders of the trial  
6 judge. This Order does not govern the use of Protected Material at trial.

#### 7 **4. DURATION**

8 Once a case proceeds to trial, all of the **court-filed** information to be introduced  
9 that was previously designated as confidential or maintained pursuant to this protective  
10 order becomes public and will be presumptively available to all members of the public,  
11 including the press, unless compelling reasons supported by specific factual findings to  
12 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
13 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing  
14 "good cause" showing for sealing documents produced in discovery from "compelling  
15 reasons" standard when merits-related documents are part of court record).

16 Accordingly, the terms of this protective order do not extend beyond the  
17 commencement of the trial.  
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#### 19 **5. DESIGNATING PROTECTED MATERIAL**

##### 20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under this  
22 Order must take care to limit any such designation to specific material that qualifies  
23 under the appropriate standards. The Designating Party must designate for protection  
24 only those parts of material, documents, items, or oral or written communications that  
25 qualify so that other portions of the material, documents, items, or communications for  
26 which protection is not warranted are not swept unjustifiably within the ambit of this  
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1 Order.

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

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

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
12 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
13 must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,  
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
17 Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter  
18 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
19 portion or portions of the material on a page qualifies for protection, the Producing  
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
21 markings in the margins).  
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23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting party has indicated  
25 which documents it would like copied and produced. During the inspection and before  
26 the designation, all of the material made available for inspection shall be deemed  
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1 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
2 copied and produced, the Producing Party must determine which documents, or  
3 portions thereof, qualify for protection under this Order. Then, before producing the  
4 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
5 each page that contains Protected Material. If only a portion or portions of the material  
6 on a page qualifies for protection, the Producing Party also must clearly identify the  
7 protected  
8 portion(s) (e.g., by making appropriate markings in the margins).

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

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

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

## 23 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court's Scheduling  
26 Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
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1 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly  
2 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

3         6.3 Burden. The burden of persuasion in any such challenge proceeding shall  
4 be on 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 parties)  
6 may expose the Challenging Party to sanctions. Unless the Designating Party has  
7 waived or withdrawn the confidentiality designation, all parties shall continue to afford  
8 the material in question the level of protection to which it is entitled under the  
9 Producing Party's designation until the Court rules on the challenge.

## 10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11         7.1 Basic Principles. A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under the  
15 conditions described in this Order. When the Action has been terminated, a Receiving  
16 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

20         7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
21 ordered by the Court or permitted in writing by the Designating Party, a Receiving  
22 Party may disclose any information or item designated "CONFIDENTIAL" only to:

23                 (a) The Receiving Party's Outside Counsel of Record in this Action, as well  
24 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
25 disclose the information for this Action;  
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1 (b) The officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

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

6 (d) The Court and its personnel;

7 (e) Court reporters and their staff;

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

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

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

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

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
25 **IN OTHER LITIGATION**  
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1 If a Party is served with a subpoena or a court order issued in other litigation that  
2 compels disclosure of any information or items designated in this Action as  
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall  
5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to  
7 issue in the other litigation that some or all of the material covered by the subpoena or  
8 order is subject to this Protective Order. Such notification shall include a copy of this  
9 Stipulated Protective Order; and,

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
11 the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the  
13 subpoena or court order shall not produce any information designated in this action as  
14 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
15 order issued, unless the Party has obtained the Designating Party's permission. The  
16 Designating Party shall bear the burden and expense of seeking protection in that court  
17 of its confidential material and nothing in these provisions should be construed as  
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
19 directive from another court.

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21 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
22 **PRODUCED IN THIS LITIGATION**

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

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

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

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

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

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

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

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
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1 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
2 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
3 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
4 request such person or persons to execute the “Acknowledgment and Agreement to Be  
5 Bound” that is attached hereto as Exhibit A.

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, the  
10 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 procedure  
12 may be established in an e-discovery order that provides for production without prior  
13 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
14 parties reach an agreement on the effect of disclosure of a communication or  
15 information covered by the attorney-client privilege or work product protection, the  
16 parties may incorporate their agreement in the stipulated protective order submitted to  
17 the Court.

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.  
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1           12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue; good cause must be shown in the request to file under seal. If a Party's  
5 request to file Protected Material under seal is denied by the Court, then the Receiving  
6 Party may file the information in the public record unless otherwise instructed by the  
7 Court.

8 **13. FINAL DISPOSITION**

9           After the final disposition of this Action, within 60 days of a written request by  
10 the Designating Party, each Receiving Party must return all Protected Material to the  
11 Producing Party or destroy such material. As used in this subdivision, “all Protected  
12 Material” includes all copies, abstracts, compilations, summaries, and any other format  
13 reproducing or capturing any of the Protected Material. Whether the Protected Material  
14 is returned or destroyed, the Receiving Party must submit a written certification to the  
15 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
16 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
17 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
18 retained any copies, abstracts, compilations, summaries or any other format  
19 reproducing or capturing any of the Protected Material. Notwithstanding this provision,  
20 counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,  
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
22 trial exhibits, expert reports, attorney work product, and consultant and expert work  
23 product, even if such materials contain Protected Material. Any such archival copies  
24 that contain or constitute Protected Material remain subject to this Protective Order as  
25 set forth in Section 4 (DURATION).  
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1 **14.** Any violation of this Order may be punished by any and all appropriate measures  
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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5 DATED: February 1, 2016

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7 By: \_\_\_\_\_  
8 The Honorable Paul L. Abrams  
9 United States Magistrate Judge

10 **Exhibit A**

11 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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15 I, \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address] declare under penalty of perjury  
17 that I have read in its entirety and understand the Stipulated Protective Order that was issued by the  
18 United States District Court for the Central District of California on [date] in the case of *Morejon v*  
19 *Meyer* CASE NO. CV15-06442 DMG (PLAx). I agree to comply with and to be bound by all the  
20 terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply  
21 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I  
22 will not disclose in any manner any information or item that is subject to this Stipulated Protective  
23 Order to any person or entity except in strict compliance with the provisions of this Order.

24 I further agree to submit to the jurisdiction of the United States District Court for the Central  
25 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even  
26 if such enforcement proceedings occur after termination of this action. I hereby appoint

27 \_\_\_\_\_ [print or type full name] of  
28 \_\_\_\_\_ [print or type full address and telephone number] as my

1 California agent for service of process in connection with this action or any proceedings related to  
2 enforcement of this Stipulated Protective Order.

3 Date: \_\_\_\_\_

4 City and State where sworn and signed: \_\_\_\_\_

5 Printed name: \_\_\_\_\_

6 Signature: \_\_\_\_\_

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