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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LUCIA MOREJON and ESTATE OF
HECTOR MOREJON (by and Through
Lucia Morejon),

Plaintiffs,

vs.

JEFFREY A. MEYER, CHIEF ROBERT
LUNA, THE CITY OF LONG BEACH;
THE LONG BEACH POLICE
DEPARTMENT; DOE 1 THROUGH
DOE 10 INCLUSIVE,

Defendants.

Case No.: CV15-06442DMG(PLAx)

Honorable Paul L. Abrams

[PROPOSED] PROTECTIVE ORDER.

Complaint Filed: August 25, 2015
Trial Date: September 27, 2016

Having considered the Joint Stipulation of the parties through their representative 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 hereby stipulate to and petition the Court to

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

10 **B. GOOD CAUSE STATEMENT**

11 The Court has ordered the production of Decedent Hector Morejon’s high
12 school records (“School Records”). Plaintiffs have asserted privacy concerns
13 regarding the same. The parties acknowledge that these documents are not
14 generally available to the public, and stipulate that the dissemination of these
15 records could lead to the reputational harm or embarrassment of one or more parties.
16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
17 of disputes over confidentiality of discovery materials, to adequately protect
18 information the parties are entitled to keep confidential, to ensure that the parties are
19 permitted reasonable necessary uses of such material in preparation for and in the
20 conduct of trial, to address their handling at the end of the litigation, and serve the
21 ends of justice, a protective order for such information is justified in this matter. It
22 is the intent of the parties that information will not be designated without a good
23 faith belief that it has been maintained in a confidential, non-public manner, and
24 there is good cause why it should not be part of the public record in this case.

25
26 **2. DEFINITIONS**

27 2.1 Action: this pending federal law suit.

28 2.2 Challenging Party: a Party or Non-Party that challenges the designation

1 of information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
3 how it is generated, stored or maintained) or tangible things that qualify for
4 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
5 the Good Cause Statement.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
7 their support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or
9 items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL.”

11 2.6 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this Action.

18 2.8 House Counsel: attorneys who are employees of a party to this Action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a party
24 to this Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm that
26 has appeared on behalf of that party, including support staff.

27 2.11 Party: any party to this Action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
3 Discovery Material in this Action.

4 2.13 Professional Vendors: persons or entities that provide litigation support
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium)
7 and their employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery Material that is
9 designated as “CONFIDENTIAL.”

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
11 from a Producing Party.

12
13 3. **SCOPE**

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

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

21
22 4. **DURATION**

23 Once a case proceeds to trial, all of the **court-filed** information to be
24 introduced that was previously designated as confidential or maintained pursuant to
25 this protective order becomes public and will be presumptively available to all
26 members of the public, including the press, unless compelling reasons supported by
27 specific factual findings to proceed otherwise are made to the trial judge in advance
28 of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-

1 81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents
2 produced in discovery from “compelling reasons” standard when merits-related
3 documents are part of the court record). Accordingly, the terms of this protective
4 order do not extend beyond the commencement of the trial.

5
6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

8 Each party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. The Designating Party must designate for
11 protection only those parts of material, documents, items, or oral or written
12 communications that qualify so that other portions of the material, documents,
13 items, or communications for which protection is not warranted are not swept
14 unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited.

16 Designations that are shown to be clearly unjustified or that have been made for an
17 improper purpose (e.g., to unnecessarily encumber the case development process or
18 to impose unnecessary expenses and burdens on other parties) may expose the
19 Designating Party to sanctions.

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

23 **5.2 Manner and Timing Designations.** Except as otherwise provided in this
24 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
26 under this Order must clearly be so designated before the material is disclosed or
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix, at a minimum, the legend
4 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party must also clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting party has indicated
10 which documents it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be
12 deemed "CONFIDENTIAL." After the inspecting Party has identified the
13 documents it wants copied and produced, the Producing Party must determine which
14 documents, or portions thereof, qualify for protection under this Order. Then,
15 before producing the specified documents, the Producing Party must affix the
16 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
17 portion or portion of the material on each page qualifies for protection, the
18 Producing Party also must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

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

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

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive
2 the Designated Party's right to secure protection under this Order for such material.
3 Upon timely correction of a designation, the Receiving Party must make reasonable
4 efforts to assure that the material is treated in accordance with the provisions of this
5 Order.

6

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1, et seq. Any discovery motion must
13 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

14 6.3 Burden. The burden of persuasion in any such challenge proceeding
15 shall be on the Designating Party. Frivolous challenges, and those made for an
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
17 other parties) may expose the Challenging Party to sanctions. Unless the
18 Designating Party has waived or withdrawn the confidentiality designation, all
19 parties shall continue to afford the material in question the level of protection to
20 which it is entitled under the Producing Party's designation until the Court rules on
21 the challenge.

22

23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under the
28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

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

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 "CONFIDENTIAL" only to:

10 (a) the Receiving Party's Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided (1) the deposing
27 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
28 they will not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the Court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may
4 be separately bound by the court reporter and may not be disclosed to anyone except
5 as permitted under this Stipulated Protective Order; and

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

8
9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL,” that Party must:

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

16 (b) promptly notify in writing the party who caused the subpoena or
17 order to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is subjected to this Protective Order. Such notification shall
19 include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any information designated in this
24 action as “CONFIDENTIAL” before a determination by the court from which the
25 subpoena or order issued, unless the Party has obtained the Designating Party’s
26 permission. The Designating Party shall bear the burden and expense of seeking
27 protection in that court of its confidential material and nothing in these provisions
28 should be construed as authorizing or encouraging a Receiving Party in this Action

1 to disobey a lawful directive from another court.

2
3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
7 produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party's confidential information in its possession, and the Party is
12 subjected to an agreement with the Non-Party not to produce the Non-Party's
13 confidential information, then the Party shall:

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

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

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

22 (c) If the Non-Party fails to seek a protective order from this Court
23 within 14 days of receiving the notice and accompanying information, the Receiving
24 Party may produce the Non-Party's confidential information responsive to the
25 discovery request. If the Non-Party timely seeks a protective order, the Receiving
26 Party shall not produce any information in its possession or control that is subject to
27 the confidentiality agreement with the Non-Party before a determination by the
28 Court. Absent a court order to the contrary, the Non-Party shall bear the burden and

1 expense of seeking protection in this Court of its Protected Material.

2

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

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

12

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in the Federal Rule of
18 Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever
19 procedure may be established in an e-discovery order that provides for production
20 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
21 (e), insofar as the parties reach an agreement on the effect of disclosure of a
22 communication or information covered by the attorney-client privilege or work
23 product production, the parties may incorporate their agreement in the stipulated
24 protective order submitted to the Court.

25

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material
8 may only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue; good cause must be shown in the request to file
10 under seal. If a Party's request to file Protected Material under seal is denied by the
11 Court, then the Receiving Party may file the information in the public record unless
12 otherwise instructed by the Court.

13
14 **13. FINAL DISPOSITION**

15 After the final disposition of this Action, within 60 days of a written
16 requested by the Designating Party, each Receiving Party must return all Protected
17 Material to the Producing Party or destroy such material. As used in this
18 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
19 summaries, and any other format reproducing or capturing any of the Protected
20 Material. Whether the Protected Material is returned or destroyed, the Receiving
21 Party must submit a written certification to the Producing Party (and, if not the same
22 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
23 (by category, where appropriate), all Protected Material that was returned or
24 destroyed and (2) affirms that the Receiving Party has not retained any copies,
25 abstracts, compilations, summaries or any other format reproducing or capturing any
26 of the Protected Material. Notwithstanding this provision, counsel are entitled to
27 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

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

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11 DATED June 2, 2016

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13 By: 

14 The Honorable Paul L. Abrams
15 United States Magistrate Judge

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Exhibit A
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

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3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under penalty of
5 perjury that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on [date] in the case of *Lucia Morejon et al. vs. Jeffrey A. Meyer et al.*,
8 **CV15-06442 DMG (PLAx)**. I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after the
17 termination of this action. I hereby appoint _____ [print or type
18 full name] of _____ [print or type
19 full address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27 Signature: _____
28