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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BENJAMIN LIMON,  
Plaintiff,

v.

CITY OF RIALTO; DAN  
STORDAHL; and DOES 1-5,  
Defendants.

Case No. 2:16-cv-03938 FMO (JPRx)

STIPULATED PROTECTIVE  
ORDER

NOTE CHANGES MADE BY THE  
COURT

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

1                                    B. GOOD CAUSE STATEMENT

2                    This action is likely to involve confidential information for which special  
3 protection from public disclosure and from use for any purpose other than  
4 prosecution of this action is warranted. Such confidential and proprietary materials  
5 and information consist of, among other things, confidential business or financial  
6 information, information regarding police tactics and strategies, police officer  
7 personnel files, or other confidential research, development, or commercial  
8 information (including information implicating privacy rights of third parties),  
9 information otherwise generally unavailable to the public, or which may be  
10 privileged or otherwise protected from disclosure under state or federal statutes,  
11 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
12 information, to facilitate the prompt resolution of disputes over confidentiality of  
13 discovery materials, to adequately protect information the parties are entitled to  
14 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
15 of such material in preparation for and in the conduct of trial, to address their  
16 handling at the end of litigation, and serve the ends of justice, a protective order for  
17 such information is justified in this matter. It is the intent of the parties that  
18 information will not be designated as confidential for tactical reasons and that  
19 nothing be so designated without a good faith belief that it has been maintained in a  
20 confidential, non-public manner, and there is good cause why it should not be part  
21 of the public record of this case.

22                    2.            DEFINITIONS

23                    2.1        Action: This pending federal lawsuit and any consolidated or related  
24 actions.

25                    2.2        Challenging Party: a Party or Non-Party that challenges the  
26 designation of information or items under this Order.

27                    2.3        “CONFIDENTIAL” Information or Items: information (regardless of  
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced  
11 or generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
14 an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association,  
19 or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a  
21 party to this action but are retained to represent or advise a party to this Action and  
22 have appeared in this Action on behalf of that party or are affiliated with a law firm  
23 which has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

1           2.13 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.

9       3.    SCOPE

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

15           Any use of Protected Material at trial shall be governed by the orders of the  
16 trial judge. This order does not govern the use of Protected Material at trial.

17           Defendant City of Rialto designates as Protected Material (1) any and all  
18 police officer bodycam videos depicting the incident complained of by Plaintiff and  
19 (2) any and all police officer personnel files and/or portions thereof. The Court  
20 does not at this time make any finding concerning whether any of that information  
21 is in fact entitled to protection as confidential.

22       4.    DURATION

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
27 or without prejudice; and (2) final judgment herein after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

12 Mass, indiscriminate, or routinized designations are prohibited. Designations  
13 that are shown to be clearly unjustified or that have been made for an improper  
14 purpose (e.g., to unnecessarily encumber or retard the case development process or  
15 to impose unnecessary expenses and burdens on other parties) expose the  
16 Designating Party to sanctions.

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23 under this Order must be clearly so designated before the material is disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
2 contains protected material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (e.g., by making appropriate markings in the margins).

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

17 (b) for testimony given in deposition that the Designating Party identify  
18 on the record, before the close of the deposition all protected testimony.

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

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive  
27 the Designating Party’s right to secure protection under this Order for such  
28 material. Upon timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court’s  
6 scheduling order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party’s designation until the court rules on the  
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the litigation has been terminated, a  
23 Receiving Party must comply with the provisions of section 13 below (FINAL  
24 DISPOSITION).

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

28 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless

1 otherwise ordered by the court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated  
3 “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
5 well as employees of said Outside Counsel of Record to whom it is reasonably  
6 necessary to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of  
8 the Receiving Party to whom disclosure is reasonably necessary for this litigation;

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

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this litigation and who  
16 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

28 (i) any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement discussions.

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3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation  
6 that compels disclosure of any information or items designated in this action as  
7 “CONFIDENTIAL,” that Party must:

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

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

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

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

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a  
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

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

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

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

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

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

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
2 person or persons to whom unauthorized disclosures were made of all the terms of  
3 this Order, and (d) request such person or persons to execute the “Acknowledgment  
4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or work  
15 product protection, the parties may incorporate their agreement in the stipulated  
16 protective order submitted to the court if the court so permits.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in  
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
24 any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party’s request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must  
7 return all Protected Material to the Producing Party or destroy such material. As  
8 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of the  
10 Protected Material. Whether the Protected Material is returned or destroyed, the  
11 Receiving Party must submit a written certification to the Producing Party (and, if  
12 not the same person or entity, to the Designating Party) by the 60 day deadline that  
13 (1) identifies (by category, where appropriate) all the Protected Material that was  
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
15 copies, abstracts, compilations, summaries or any other format reproducing or  
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
19 and trial exhibits, expert reports, attorney work product, and consultant and expert  
20 work product, even if such materials contain Protected Material. Any such archival  
21 copies that contain or constitute Protected Material remain subject to this Protective  
22 Order as set forth in Section 4 (DURATION).

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3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4

5 I, Allen Christiansen, hereby attest that all other signatures listed, and on  
6 whose behalf this filing is submitted, concur in the filing's content and have  
7 authorized this filing.

8

9 DATED: 12/15/2016

10 /s/ Allen Christiansen

11 Allen Christiansen  
12 Attorneys for Defendants CITY OF RIALTO and DANE STORDAHL

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14

15 DATED: 12/15/2016

16 /s/ Joseph M. McMullen

17 Joseph M. McMullen  
18 Attorney for Plaintiff BENJAMIN LIMON

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21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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24 DATED: December 27, 2016

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27 **JEAN ROSENBLUTH** \_\_\_\_\_  
28 Jean P. Rosenbluth  
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on \_\_\_\_\_ [date] in the case of **Benjamin Limon v. City**  
8 **of Rialto, et al.; Case No. 2:16-cv-03938 FMO (JPRx)**.

9 I agree to comply with and to be bound by all the terms of this Stipulated Protective  
10 Order and I understand and acknowledge that failure to so comply could expose me  
11 to sanctions and punishment in the nature of contempt. I solemnly promise that I  
12 will not disclose in any manner any information or item that is subject to this  
13 Stipulated Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for  
16 the Northern District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action.

19 I hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address and  
21 telephone number] as my California agent for service of process in connection with  
22 this action or any proceedings related to enforcement of this Stipulated Protective  
23 Order.

24 Date: \_\_\_\_\_

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

26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_