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

20 KHANLY SAYCON, JR., and ANNA
 21 LUZ SAYCON, individually and as
 surviving heirs and successors in interest
 22 of MHARLOUN SAYCON (deceased),

23 Plaintiffs,

24 v.

25 CITY OF LONG BEACH, ROBERT
 26 LUNA, VUONG NGUYEN, and
 ROBERT CRUZ,

27 Defendants.

Case No.: 2:16-cv-05614 JFW (ASx)

[Assigned to the Honorable John F. Walter -
Courtroom 7A]

**~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER**

Complaint filed: July 28, 2016
 Trial Date: November 14, 2017

1 **1. PURPOSE AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
12 sets forth the procedures that must be followed and the standards that will be applied when
13 a party seeks permission from the court to file material under seal.

14 **2. GOOD CAUSE STATEMENT**

15 This case revolves around a police officer’s use of lethal force. This action is likely
16 to involve police personnel records, medical records, personal information relating to the
17 nature of the relationship between parents and their deceased adult son, autopsy
18 photographs and other graphic records, employment records, personal financial records,
19 information otherwise generally unavailable to the public, or which may be privileged or
20 otherwise protected from disclosure under state or federal statutes, court rules, case
21 decisions, or common law. Accordingly, to expedite the flow of information, to facilitate
22 the prompt resolution of disputes over confidentiality of discovery materials, to
23 adequately protect information the parties are entitled to keep confidential, to ensure that
24 the parties are permitted reasonable necessary uses of such material in preparation for and
25 in the conduct of trial, to address their handling at the end of the litigation, and serve the
26 ends of justice, a protective order for such information is justified in this matter. It is the
27 intent of the parties that information will not be designated as confidential for tactical
28 reasons and that nothing be so designated without a good faith belief that it has been

1 maintained in a confidential, non-public manner, and there is good cause why it should
2 not be part of the public record of this case.

3 **3. DEFINITIONS**

4 3.1 Action: this pending federal law suit.

5 3.2 Challenging Party: a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
8 is generated, stored or maintained) or tangible things that qualify for protection under
9 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
10 Statement.

11 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 3.5 Designating Party: a Party or Non-Party that designates information or items
14 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

15 3.6 Disclosure or Discovery Material: all items or information, regardless of the
16 medium or manner in which it is generated, stored, or maintained (including, among other
17 things, testimony, transcripts, and tangible things), that are produced or generated in
18 disclosures or responses to discovery in this matter.

19 3.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
21 expert witness or as a consultant in this Action.

22 3.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside counsel.

24 3.9 Non-Party: any natural person, partnership, corporation, association, or other
25 legal entity not named as a Party to this action.

26 3.10 Outside Counsel of Record: attorneys who are not employees of a party to
27 this Action but are retained to represent or advise a party to this Action and have appeared
28 in this Action on behalf of that party or are affiliated with a law firm which has appeared

1 on behalf of that party, and includes support staff.

2 3.11 Party: any party to this Action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 3.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
6 Material in this Action.

7 3.13 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
10 their employees and subcontractors.

11 3.14 Protected Material: any Disclosure or Discovery Material that is designated
12 as “CONFIDENTIAL.”

13 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
14 a Producing Party.

15 **4. SCOPE**

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

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

23 **5. DURATION**

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

1 remands, trials, or reviews of this Action, including the time limits for filing any motions
2 or applications for extension of time pursuant to applicable law.

3 **6. DESIGNATING PROTECTED MATERIAL**

4 6.1 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 qualifies
7 under the appropriate standards. The Designating Party must designate for protection only
8 those parts of material, documents, items, or oral or written communications that qualify
9 so that other portions of the material, documents, items, or communications for which
10 protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

18 6.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated or
20 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
21 must be clearly so designated when the material is disclosed or produced.

22 Designation in conformity with this Order requires:

- 23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or
25 trial proceedings), that the Producing Party affix at a minimum, the
26 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"),
27 to each page that contains protected material. If only a portion or
28 portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

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

- 17 (b) for testimony given in depositions that the Designating Party identify
18 the Disclosure or Discovery Material on the record, before the close of
19 the deposition all protected testimony.
- 20 (c) for information produced in some form other than documentary and for
21 any other tangible items, that the Producing Party affix in a prominent
22 place on the exterior of the container or containers in which the
23 information is stored the legend “CONFIDENTIAL.” If only a portion
24 or portions of the information warrants protection, the Producing Party,
25 to the extent practicable, shall identify the protected portion(s).

26 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
27 to designate qualified information or items does not, standing alone, waive the
28 Designating Party’s right to secure protection under this Order for such material. Upon

1 timely correction of a designation, the Receiving Party must make reasonable efforts to
2 assure that the material is treated in accordance with the provisions of this Order.

3 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
5 of confidentiality at any time that is consistent with the Court's Scheduling Order.

6 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
7 process under Local Rule 37.1 et seq.

8 7.3 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
10 harass or impose unnecessary expenses and burdens on other parties) may expose the
11 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
12 confidentiality designation, all parties shall continue to afford the material in question the
13 level of protection to which it is entitled under the Producing Party's designation until the
14 Court rules on the challenge.

15 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 8.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this Action
18 only for prosecuting, defending, or attempting to settle this Action. Such Protected
19 Material may be disclosed only to the categories of persons and under the conditions
20 described in this Order. When the Action has been terminated, a Receiving Party must
21 comply with the provisions of section 14 below (FINAL DISPOSITION).

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

25 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
27 may disclose any information or item designated "CONFIDENTIAL" only to:

- 28 (a) the Receiving Party's Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is
2 reasonably necessary to disclose the information for this Action;

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

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

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

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

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

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

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

4 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
5 **OTHER LITIGATION**

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

- 9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;
11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the
13 subpoena or order is subject to this Protective Order. Such notification shall
14 include a copy of this Stipulated Protective Order; and
15 (c) cooperate with respect to all reasonable procedures sought to be pursued by
16 the Designating Party whose Protected Material may be affected.

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

25 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
26 **PRODUCED IN THIS LITIGATION**

- 27 (a) The terms of this Order are applicable to information produced by a Non-
28 Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions
3 should be construed as prohibiting a Non-Party from seeking additional
4 protections.

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

- 9 (1) promptly notify in writing the Requesting Party and the Non-Party that
10 some or all of the information requested is subject to a confidentiality
11 agreement with a Non-Party;
12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a
14 reasonably specific description of the information requested; and
15 (3) make the information requested available for inspection by the Non-
16 Party, if requested.

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

26 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
2 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
3 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
4 unauthorized disclosures were made of all the terms of this Order, and (d) request such
5 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
6 attached hereto as Exhibit A.

7 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

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

18 **13. MISCELLANEOUS**

19 13.1 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 13.2 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 disclosing
23 or producing any information or item on any ground not addressed in this Stipulated
24 Protective Order. Similarly, no Party waives any right to object on any ground to use in
25 evidence of any of the material covered by this Protective Order.

26 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected
27 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
28 under seal pursuant to a court order authorizing the sealing of the specific Protected

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

4 **14. FINAL DISPOSITION**

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

22 ///

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24 ///

1 **15. VIOLATION OF PROTECTIVE ORDER**

2 Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
6

7 Dated: January 10, 2017

LAW OFFICES OF C. JOE SAYAS, JR.
HADSELL STORMER & RENICK LLP

8
9 By: /s/ - Caitlan McLoon¹

10 Caitlan McLoon
11 Attorneys for Plaintiffs

12 Dated: January 10, 2017

CHARLES PARKIN, City Attorney

13
14 By: /s/ - Nicholas Masero

15 Nicholas Masero
16 Deputy City Attorney
Attorneys for Defendants

17
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
19

20 Dated: January 12, 2017

/ s / Alka Sagar
HONORABLE ALKA SAGAR
United States Magistrate Judge

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¹ I hereby attest that the other signatory listed, and on whose behalf the filing is submitted, concurs in the filing's content and has authorized the filing.

EXHIBIT A

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of California on
[date] in the case of *Saycon et al. v. City of Long Beach et al.*, **Case No. 2:16-cv-5614-
JFW (ASx)**. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose
me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions of
this Order. I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after termination
of this action. I hereby appoint _____ [print or type full name]
of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____