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NOTE: CHANGES MADE BY THE COURT

8  
 9 IN THE UNITED STATES DISTRICT COURT  
 10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 11

12  
 13 **REBECKA JACKSON-MOESER,**

CV16-08733 SVW (JPRx)

14 Plaintiff,

**PROTECTIVE ORDER**

15 v.

Courtroom: 10A  
 Judge: Hon. Stephen V. Wilson  
 Trial Date: August 8, 2017  
 Action Filed: 11/22/2016

16 **DAVILA, AND DOES 1 THROUGH**  
 17 **10, INCLUSIVE, INDIVIDUALLY,**

18 Defendants.  
 19

20 GOOD CAUSE APPEARING THEREFORE:

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
 23 proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation may  
 25 be warranted. Accordingly, the parties have stipulated to and hereby petition the  
 26 Court to enter the following Stipulated Protective Order. The parties acknowledge  
 27 that this Order does not confer blanket protections on all disclosures or responses to  
 28

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

#### 8 B. GOOD CAUSE STATEMENT

9 Defendant State of California, acting by and through the California Highway  
10 Patrol, (State) may be producing information, documents and materials, including  
11 documents concerning its confidential internal policies, that are generally  
12 unavailable to the public. The disclosure of this information may jeopardize the  
13 security of the State's operations, and jeopardize the safety of California Highway  
14 Patrol officers. The State may also be producing information, documents and  
15 materials that contain personal and confidential information regarding individuals,  
16 which is generally unavailable to the public. The disclosure of this information to  
17 the public may violate those individuals' privacy rights.

18 Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the parties believe they are entitled to keep confidential, to  
21 ensure that the parties are permitted reasonable necessary uses of such material in  
22 preparation for trial, to address their handling at the end of the litigation, and serve  
23 the ends of justice, a protective order for such information is justified in this matter.  
24 It is the intent of the parties that information will not be designated as confidential  
25 for tactical reasons and that nothing be so designated without a good faith belief  
26 that it has been maintained in a confidential, non-public manner, and there is good  
27 cause why it should not be part of the public record of this case.

1           2. DEFINITIONS

2           2.1 Action: *Rebecka Jackson-Moeser v. Davila, et al.*, United States District  
3 Court for the Central District of California case number CV16-08733 SVW (JPRx)

4           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
5 information or items under this Order.

6           2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
7 it is generated, stored or maintained) or tangible things that qualify for protection  
8 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
9 Cause Statement.

10          2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
11 support staff)

12          2.5 Designating Party: a Party or Non-Party that designates information or  
13 items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15          2.6 Disclosure or Discovery Material: all items or information, regardless of  
16 the medium or manner in which it is generated, stored, or maintained (including,  
17 among other things, testimony, transcripts, and tangible things), that are produced  
18 or generated in disclosures or responses to discovery in this matter.

19          2.7 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  
21 an expert witness or as a consultant in this Action.

22          2.8 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  
24 counsel.

25          2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

### 16 17 3. SCOPE

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

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

### 25 26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
3 with or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of time  
6 pursuant to applicable law.

## 7 8 5. DESIGNATING PROTECTED MATERIAL

### 9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection  
11 under this Order must take care to limit any such designation to specific material  
12 that qualifies under the appropriate standards. The Designating Party must  
13 designate for protection only those parts of material, documents, items, or oral or  
14 written communications that qualify so that other portions of the material,  
15 documents, items, or communications for which protection is not warranted are not  
16 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or  
17 routinized designations are prohibited. Designations that are shown to be clearly  
18 unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
19 encumber the case development process or to impose unnecessary expenses and  
20 burdens on other parties) may expose the Designating Party to sanctions.

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

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

1 Designation in conformity with this Order requires:

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

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

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

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

1 protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such  
5 material.

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

9  
10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 et seq.

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

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

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

1 conditions described in this Order. When the Action has been terminated, a  
2 Receiving Party must comply with the provisions of section 13 below (FINAL  
3 DISPOSITION).

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

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

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

13 (b) the officers, directors, and 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 a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
28 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  
5 except as permitted under this Stipulated Protective Order; and

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

8  
9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
10 **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 shall  
15 include a copy of the subpoena or court order unless prohibited by law;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 issue in the other litigation that some or all of the material covered by the  
18 subpoena or order is subject 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 pursued by  
21 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 or unless otherwise required by law or court order. The Designating  
27 Party shall bear the burden and expense of seeking protection in that court of its  
28 confidential material and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
2 directive from another court or other legal process.

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

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

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party  
14 is subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall: (1) promptly notify in writing  
16 the Requesting Party and the Non-Party that some or all of the information  
17 requested is subject to a confidentiality agreement with a Non-Party; (2)  
18 promptly provide the Non-Party with a copy of the Stipulated Protective Order  
19 in this Action, the relevant discovery request(s), and a reasonably specific  
20 description of the information requested; and (3) make the information  
21 requested available for inspection by the Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within 14  
23 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  
26 Receiving Party shall not produce any information in its possession or control  
27 that is subject to the confidentiality agreement with the Non-Party before a  
28 determination by the court unless otherwise required by law or court order.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and  
2 expense of seeking protection in this court of its protected Material.

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

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

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

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

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

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

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

16

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in section 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material. As  
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the  
23 Protected Material. Whether the Protected Material is returned or destroyed, the  
24 Receiving Party must submit a written certification to the Producing Party (and, if  
25 not the same person or entity, to the Designating Party) by the 60 day deadline that  
26 (1) identifies (by category, where appropriate) all the Protected Material that was  
27 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
28 copies, abstracts, compilations, summaries or any other format reproducing or

1 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
2 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
3 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
4 and trial exhibits, expert reports, attorney work product, and consultant and expert  
5 work product, even if such materials contain Protected Material. Any such archival  
6 copies that contain or constitute Protected Material remain subject to this Protective  
7 Order as set forth in section 4 (DURATION).

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

11  
12 IT IS SO ORDERED.

13  
14 Dated: June 2, 2017



15 \_\_\_\_\_  
16 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],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ in the case *Jackson-Moeser v. Davila,*  
8 *et al*, case number CV16-08733 SVW (JPRx).

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

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

24 Signature: \_\_\_\_\_

25 Date: \_\_\_\_\_

26 City and State where sworn:  
27 \_\_\_\_\_  
28 \_\_\_\_\_