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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

E.H., a minor by and through her  
guardian ad litem SONYA  
HERRERA  
  
Plaintiff,  
  
v.  
  
VALLEY CHRISTIAN ACADEMY,  
FIRST BAPTIST CHURCH, JOEL  
MIKKELSON, and DOES 1-30.  
  
Defendants.

Case No. 2:21-cv-07574-MEMF-GJS  
  
STIPULATED 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 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.

1           B. GOOD CAUSE STATEMENT

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

21           C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

22           The parties further acknowledge, as set forth in Section 12.3, below, that this  
23 Stipulated Protective Order does not entitle them to file confidential information  
24 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
25 and the standards that will be applied when a party seeks permission from the court  
26 to file material under seal.

27           There is a strong presumption that the public has a right of access to judicial  
28 proceedings and records in civil cases. In connection with non-dispositive motions,

1 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
2 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
3 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics,*  
4 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
5 require good cause showing), and a specific showing of good cause or compelling  
6 reasons with proper evidentiary support and legal justification, must be made with  
7 respect to Protected Material that a party seeks to file under seal. The parties' mere  
8 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
9 without the submission of competent evidence by declaration, establishing that the  
10 material sought to be filed under seal qualifies as confidential, privileged, or  
11 otherwise protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial, then  
13 compelling reasons, not only good cause, for the sealing must be shown, and the  
14 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
15 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
16 each item or type of information, document, or thing sought to be filed or introduced  
17 under seal in connection with a dispositive motion or trial, the party seeking  
18 protection must articulate compelling reasons, supported by specific facts and legal  
19 justification, for the requested sealing order. Again, competent evidence supporting  
20 the application to file documents under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in  
22 its entirety will not be filed under seal if the confidential portions can be redacted.  
23 If documents can be redacted, then a redacted version for public viewing, omitting  
24 only the confidential, privileged, or otherwise protectable portions of the document,  
25 shall be filed. Any application that seeks to file documents under seal in their  
26 entirety should include an explanation of why redaction is not feasible.

## 27 2. DEFINITIONS

28 2.1 Action: this pending federal lawsuit.

1           2.2    Challenging Party: a Party or Non-Party that challenges the  
2 designation of information or items under this Order.

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

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

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

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

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

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

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

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

1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

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

10          2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
13 Material from a Producing Party.

14 3.    SCOPE

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

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

22 4.    DURATION

23           FINAL DISPOSITION of the action is defined as the conclusion of any  
24 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal  
25 has run. Except as set forth below, the terms of this protective order apply through  
26 FINAL DISPOSITION of the action. The parties may stipulate that they will be  
27 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,  
28 but will have to file a separate action for enforcement of the agreement once all

1 proceedings in this case are complete.

2       Once a case proceeds to trial, information that was designated as  
3 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
4 as an exhibit at trial becomes public and will be presumptively available to all  
5 members of the public, including the press, unless compelling reasons supported by  
6 specific factual findings to proceed otherwise are made to the trial judge in advance  
7 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
8 showing for sealing documents produced in discovery from “compelling reasons”  
9 standard when merits-related documents are part of court record). Accordingly, for  
10 such materials, the terms of this protective order do not extend beyond the  
11 commencement of the trial.

12 5.     DESIGNATING PROTECTED MATERIAL

13       5.1   Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

1           5.2    Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

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

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

26           (b) for testimony given in depositions that the Designating Party identifies  
27 the Disclosure or Discovery Material on the record, before the close of the  
28 deposition all protected testimony.

1 (c) for information produced in some form other than documentary and  
2 for any other tangible items, that the Producing Party affix in a prominent place on  
3 the exterior of the container or containers in which the information is stored the  
4 legend “CONFIDENTIAL.” If only a portion or portions of the information  
5 warrants protection, the Producing Party, to the extent practicable, shall identify the  
6 protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive  
9 the Designating Party’s right to secure protection under this Order for such material.  
10 Upon timely correction of a designation, the Receiving Party must make reasonable  
11 efforts to assure that the material is treated in accordance with the provisions of this  
12 Order.

## 13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s  
16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

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

## 27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is



1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 Action only for prosecuting, defending or attempting to settle this Action. Such  
3 Protected Material may be disclosed only to the categories of persons and under the  
4 conditions described in this Order. When the Action has been terminated, a  
5 Receiving Party must comply with the provisions of section 13 below (FINAL  
6 DISPOSITION).

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

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
11 otherwise ordered by the court or permitted in writing by the Designating Party, a  
12 Receiving Party may disclose any information or item designated  
13 “CONFIDENTIAL” only to:

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

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

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

22 (d) the court and its personnel;

23 (e) court reporters and their staff;

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

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

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

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

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
13 IN OTHER LITIGATION

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

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

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

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

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

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

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
9 produced by Non-Parties in connection with this litigation is protected by the  
10 remedies and relief provided by this Order. Nothing in these provisions should be  
11 construed as prohibiting a Non-Party from seeking additional 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 is  
14 subject to an agreement with the Non-Party not to produce the Non-Party’s  
15 confidential information, then the Party shall:

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

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

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

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party’s confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this court of its Protected Material.

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

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 Federal Rule of Civil  
18 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 protection, the parties may incorporate their agreement in the stipulated  
24 protective order submitted to the court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
27 person to seek its modification by the Court in the future.  
28

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 Local Civil 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. If a Party's request to file Protected Material  
10 under seal is denied by the court, then the Receiving Party may file the information  
11 in the public record unless otherwise instructed by the court.

12       13.    FINAL DISPOSITION

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

1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Section 4 (DURATION).

3 14. VIOLATION

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

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7

8 DATED: March 11, 2022

9

10 /s/ Susan Stark  
11 Nesenoff & Miltenberg, LLP  
12 Attorneys for Plaintiff  
E.H., a minor by and through her guardian ad litem, Sonya Herrera

13

14 DATED: March 11, 2022

15

16 /s/ Sean Gates  
17 Charis Lex P.C.  
18 Attorneys for Defendants  
Valley Christian Academy, First Baptist Church, and Joel Mikkelson

19

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21

22 DATED: March 14, 2022

23

24   
25 HON. GAIL J. STANDISH  
United States Magistrate Judge

26

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28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
6 that I have read in its entirety and understand the Stipulated Protective Order that  
7 was issued by the United States District Court for the Central District of California  
8 on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the**  
9 **number and initials assigned to it by the court]**. I agree to comply with and to be  
10 bound by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and punishment  
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
13 any information or item that is subject to this Stipulated Protective Order to any  
14 person or entity except in strict compliance with the provisions of this Order.

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

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

23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

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