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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

DENISE MEJIA,
Plaintiff,
v.

Case No. 5:20-cv-01166-SB (SPx)

PROTECTIVE ORDER

UNITED STATES OF AMERICA;
BUREAU OF LAND MANAGEMENT
OFFICER WESLEY MILLER, in his
individual and official capacity;
NATIONAL PARK SERVICE RANGER
CHARLES BROWN, in his individual and
official capacity,
Defendants.

Honorable Sheri Pym
United States Magistrate Judge

1 **1. OVERVIEW**

2 **1.1. Purposes and Limitations**

3 Discovery in this action is likely to involve production of confidential, proprietary,
4 or private information for which special protection from public disclosure and from use
5 for any purpose other than prosecuting this litigation may be warranted. The Court enters
6 the following Protective Order to govern the handling of that information during the
7 pendency of this lawsuit.

8 The parties acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords from public
10 disclosure and use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles.

12 The parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential information under
14 seal. Rather, Central District of California Civil Local Rule 79-5 sets forth the
15 procedures that must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal.

17 **1.2. Good Cause Statement**

18 This action is likely to involve police records, investigative reports, medical
19 records, and other documents with sensitive personal information for which special
20 protection from public disclosure and from use for any purpose other than prosecution of
21 this action is warranted. Disclosure of the sensitive material in this case could jeopardize
22 law enforcement investigative methods or could infringe on the privacy rights of the
23 individuals involved. Accordingly, to expedite the flow of information, to facilitate the
24 prompt resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the parties
26 are permitted reasonable necessary uses of such material in preparation for and in the
27 conduct of trial, to address their handling at the end of the litigation, and serve the ends
28 of justice, a protective order for such information is justified in this matter. It is the intent

1 of the parties that information will not be designated as confidential for tactical reasons
2 and that nothing be so designated without a good faith belief that it has been maintained
3 in a confidential, non-public manner, and there is good cause why it should not be part of
4 the public record of this case.

5 **2. DEFINITIONS**

6 **2.1. Action.**

7 The case Denise Mejia v. United States of America, et al., 5:20-CV-01166-SB
8 (SPx), filed on June 8, 2020, and currently pending in the United States District Court
9 for the Central District of California.

10 **2.2. Challenging Party.**

11 A Party or Non-Party that challenges the designation of information or items
12 under this Order.

13 **2.3. “CONFIDENTIAL” Information or Items.**

14 Any information or tangible things that qualify for protection under Federal Rule
15 of Civil Procedure 26(c), and as specified above in the Good Cause Statement, regardless
16 of how it is generated, stored or maintained.

17 **2.4. Designating Party.**

18 A Party or Non-Party that designates information or items that it produces in
19 disclosures or in responses to discovery as “CONFIDENTIAL.”

20 **2.5. Disclosure or Discovery Material.**

21 All items or information, regardless of the medium or manner in which it is
22 generated, stored, or maintained (including, among other things, testimony, transcripts,
23 and tangible things), that are produced or generated in disclosures or responses to
24 discovery in this matter.

25 **2.6. Expert.**

26 A person with specialized knowledge or experience in a matter pertinent to the
27 litigation who has been retained by a Party or its counsel to serve as an expert witness or
28 as a consultant in this Action.

1 **2.7. Non-Party.**

2 Any natural person, partnership, corporation, association, or other legal entity not
3 named as a Party to this action.

4 **2.8. Outside Counsel of Record.**

5 Attorneys who are retained to represent or advise a party to this Action and have
6 appeared in this Action on behalf of that party or are affiliated with a law firm which has
7 appeared on behalf of that party, and includes support staff.

8 **2.9. Party.**

9 Any party to this Action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 **2.10. Producing Party.**

12 A Party or Non-Party that produces Disclosure or Discovery Material in this
13 Action.

14 **2.11. Professional Vendors.**

15 Persons or entities that provide litigation support services (e.g., photocopying,
16 videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
17 retrieving data in any form or medium) and their employees and subcontractors.

18 **2.12. Protected Material.**

19 Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

20 **2.13. Receiving Party.**

21 A Party that receives Disclosure or Discovery Material from a Producing Party.

22 **3. SCOPE**

23 The protections conferred by this Stipulation and Order cover not only Protected
24 Material (as defined above), but also (a) any information copied or extracted from
25 Protected Material; (b) all copies, excerpts, summaries, or compilations of Protected
26 Material; and (c) any testimony, conversations, or presentations by Parties or their
27 Counsel that might reveal Protected Material. Any use of Protected Material at trial shall
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1 be governed by the orders of the trial judge. This Order does not govern the use of
2 Protected Material at trial.

3 **4. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
6 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
7 later of (a) dismissal of all claims and defenses in this Action, with or without prejudice;
8 and (b) final judgment herein after the completion and exhaustion of all appeals,
9 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
10 any motions or applications for extension of time pursuant to applicable law.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

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

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

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

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1 **5.2. Manner and Timing of Designations.**

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

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

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition
27 all protected testimony.
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1 (c) for information produced in some form other than documentary and for any
2 other tangible items, that the Producing Party affix in a prominent place on the
3 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
6 the protected portion(s).

7 **5.3. Inadvertent Failures to Designate.**

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

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 **6.1. Timing of Challenges.**

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

17 **6.2. Meet and Confer.**

18 The Challenging Party shall initiate the dispute resolution process under Central
19 District Local Rule 37.1 et seq.

20 **6.3. Burden of Persuasion.**

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

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

2 **7.1. Basic Principles.**

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

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

12 **7.2. Disclosure of “CONFIDENTIAL” Information or Items.**

13 Unless otherwise ordered by the court or permitted in writing by the Designating
14 Party, a Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

- 16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
17 employees of said Outside Counsel of Record to whom it is reasonably necessary
18 to disclose the information for this Action;
- 19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 24 (d) the court and its personnel;
- 25 (e) court reporters and their staff;
- 26 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
27 to whom disclosure is reasonably necessary for this Action and who have signed
28 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;
- 3 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
6 they will not be permitted to keep any confidential information unless they sign
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may
10 be separately bound by the court reporter and may not be disclosed to anyone
11 except as permitted under this Stipulated Protective Order; and
- 12 (i) any mediator or settlement officer, and their supporting personnel, mutually
13 agreed on by any of the parties engaged in settlement discussions.

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
15 **IN OTHER LITIGATION**

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

- 19 (a) promptly notify in writing the Designating Party. Such notification shall
20 include a copy of the subpoena or court order;
- 21 (b) promptly notify in writing the party who caused the subpoena or order to
22 issue in the other litigation that some or all of the material covered by the
23 subpoena or order is subject to this Protective Order. Such notification shall
24 include a copy of this Stipulated Protective Order; and
- 25 (c) cooperate with respect to all reasonable procedures sought to be pursued by
26 the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with the
28 subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the
2 subpoena or order issued, unless the Party has obtained the Designating Party’s
3 permission. The Designating Party shall bear the burden and expense of seeking
4 protection in that court of its confidential material and nothing in these provisions
5 should be construed as authorizing or encouraging a Receiving Party in this
6 Action to disobey a lawful directive from another court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
8 **PRODUCED IN THIS LITIGATION**

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

14 (b) In the event that a Party is required, by a valid discovery request, to produce
15 a Non-Party’s confidential information in its possession, and the Party is subject to
16 an agreement with the Non-Party not to produce the Non-Party’s confidential
17 information, then the Party shall:

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

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

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

26 (c) If the Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

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

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

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

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

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1 **12. MISCELLANEOUS**

2 **12.1. Right to Further Relief.**

3 Nothing in this Order abridges the right of any person to seek its modification by
4 the Court in the future.

5 **12.2. Right to Assert Other Objections.**

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

11 **12.3. Filing Protected Material.**

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

18 **13. FINAL DISPOSITION**

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

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

8 **14. VIOLATIONS OF ORDER**

9 Any violation of this Order may be punished by any and all appropriate measures
10 including, without limitation, contempt proceedings and/or monetary sanctions.
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13 Dated: February 17, 2021



14 Honorable Sheri Pym
15 United States Magistrate Judge
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare
6 under penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the Central
8 District of California on _____ [date] in the case of Denise Mejia v. United
9 States of America, et al., 5:20-CV-01166-SB (SPx). 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 in
12 the nature of contempt. I solemnly promise that I will not disclose in any manner any
13 information or item that is subject to this Stipulated Protective Order to any person or
14 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
16 the Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name]
19 of _____ [print or type full
20 address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this Stipulated
22 Protective Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____