

1 Karl N. Haws (SBN 121638)
 2 *khaws@mohlaw.com*
 3 **MUNDELL, ODLUM & HAWS LLP**
 4 650 East Hospitality Lane, Suite 470
 5 San Bernardino, CA 92408
 6 Telephone: (909) 890-9500

7 Lisa Dearden Trépanier (SBN 156302)
 8 *LisaT@trepaniertajima.com*
 9 **TRÉPANIÉR TAJIMA LLP**
 10 4605 Lankershim Blvd., Suite 540
 11 North Hollywood, California 91602
 12 Telephone: (323) 487-1101

13 Attorneys for Defendants
 14 Corporation of the President of the Church of
 15 Jesus Christ of Latter-day Saints and The Church of
 16 Jesus Christ of Latter-day Saints

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

19 JOHN CL DOE, a minor, by and
 20 through his Guardian ad Litem, JOHN
 21 IL DOE,
 22 Plaintiff,
 23 vs.

24 CORPORATION OF THE
 25 PRESIDENT OF THE CHURCH OF
 26 JESUS CHRIST OF LATTER-DAY
 27 SAINTS, a Utah corporation sole; THE
 28 CHURCH OF JESUS CHRIST OF
 LATTER-DAY SAINTS, a Utah
 corporation sole; and DOES 1 to 50,
 Inclusive,
 Defendants.

Case No. 5:23-cv-02005-JFW (KKx)

[DISCOVERY MATTER]

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

Discovery Cut-off: Jul. 15, 2024
 Pretrial Conf. Date: Sept. 20, 2024
 Trial Date: Oct. 8, 2024

1 1. A. PURPOSES 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 12.3, 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
13 when a party seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This Action concerns Plaintiff's claims for damages arising out of alleged sexual
16 abuse for which Defendants (Church corporations) are allegedly liable. This Action is thus
17 likely to involve confidential medical, religious, and third party information for which
18 special protection from public disclosure and from use for any purpose other than
19 prosecution of this action is warranted. Such confidential materials and information
20 consist of, among other things, confidential medical records, religious organization
21 membership records, information implicating privacy rights of third parties (including
22 alleged abuse victims and non-party family members of alleged abuse victims),
23 information identifying minors, including Plaintiff, privileged communications with
24 clergy, and other information otherwise generally unavailable to the public or which may
25 be privileged or otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of information, to
27 facilitate the prompt resolution of disputes over confidentiality of discovery materials, to
28 adequately protect information the parties are entitled and/or obligated to keep

1 confidential, to ensure that the Parties are permitted reasonable necessary uses of such
2 material in preparation for and in the conduct of trial, to address their handling at the end
3 of the litigation, and serve the ends of justice, a protective order for such information is
4 justified in this matter. It is the intent of the Parties that information will not be designated
5 as confidential for tactical reasons and that nothing be so designated without a good faith
6 belief that it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8 2. DEFINITIONS

9 2.1 Action: The above-entitled proceeding, *John CL Doe v. Corporation of the*
10 *President of The Church of Jesus Christ of Latter-day Saints, et al.*, Case No. 5:23-cv-
11 2005-JFW (KKx).

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
15 generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or items
21 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of the
23 medium or manner in which it is generated, stored, or maintained (including, among other
24 things, testimony, transcripts, and tangible things), that are produced or generated in
25 disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
27 to the litigation who has been retained by a Party or its counsel to serve as an expert
28 witness or as a consultant in this Action.

1 2.8 House Counsel: attorneys who are employees of a party to this Action. House
2 Counsel does not include Outside Counsel of Record or any other outside counsel, except
3 that House Counsel does include attorneys (and their support staff) from the law firm of
4 Kirton McConkie in Salt Lake City, Utah.

5 2.9 Non-Party: any natural person, partnership, corporation, association, or other
6 legal entity not named as a Party to this action.

7 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
8 Action but are retained to represent or advise a party to this Action and have appeared in
9 this Action on behalf of that party or are affiliated with a law firm which has appeared on
10 behalf of that party, and includes support staff.

11 2.11 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
15 Material in this Action.

16 2.13 Professional Vendors: persons or entities that provide litigation support
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
19 their employees and subcontractors.

20 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
21 “CONFIDENTIAL.”

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
23 Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected
26 Material (as defined above), but also (1) any information copied or extracted from
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
28 Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material.

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

4 4. DURATION

5 Even after final disposition of this litigation, the confidentiality obligations imposed
6 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
7 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
8 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
9 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
10 trials, or reviews of this Action, including the time limits for filing any motions or
11 applications for extension of time pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
14 Party or Non-Party that designates information or items for protection under this Order
15 must take care to limit any such designation to specific material that qualifies under the
16 appropriate standards. The Designating Party must designate for protection only those
17 parts of material, documents, items, or oral or written communications that qualify so that
18 other portions of the material, documents, items, or communications for which protection
19 is not warranted are not swept unjustifiably within the ambit of this 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.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
28 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,

1 Disclosure or Discovery Material that qualifies for protection under this Order must be
2 clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

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

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

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

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

1 the Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
3 designate qualified information or items does not, standing alone, waive the Designating
4 Party's right to secure protection under this Order for such material. Upon timely
5 correction of a designation, the Receiving Party must make reasonable efforts to assure
6 that the material is treated in accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time that is consistent with the Court's Scheduling Order.

10 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
11 process under Local Rule 37.1 et seq.

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

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the parties in this Action, including a party’s Guardian ad Litem;

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

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

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

13 (e) the court and its personnel;

14 (f) court reporters and their staff;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
26 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
27 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
28 unauthorized disclosures were made of all the terms of this Order, and (d) request such

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

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

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
16 to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
18 Order no Party waives any right it otherwise would have to object to disclosing or
19 producing any information or item on any ground not addressed in this Stipulated
20 Protective Order. Similarly, no Party waives any right to object on any ground to use in
21 evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
23 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
24 under seal pursuant to a court order authorizing the sealing of the specific Protected
25 Material at issue. If a Party's request to file Protected Material under seal is denied by the
26 court, then the Receiving Party may file the information in the public record unless
27 otherwise instructed by the court.
28

1 13. FINAL DISPOSITION

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

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

3
4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5
6 Dated: November 9, 2023

/s/ Lisa Dearden Trépanier
TRÉPANIÉR TAJIMA LLP
Lisa Dearden Trépanier
Attorneys for Defendants

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9
10 Dated: November 9, 2023

/s/ Eric G. Rudin
BAER TREGÉR LLP
Tracy M. Baer
Andrew L. Treger
Eric G. Rudin
Wesley J. Krieger
Attorneys for Plaintiff John CL Doe

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15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16
17 DATED: November 13, 2023

18
19 
20 _____
21 The Honorable Kenly Kiya Kato
United States Magistrate Judge

1 **Certification Pursuant to Local Rule 5-4.3.4(a)(2)(i)**

2 Pursuant to Local Rule 5-4.3.4(a)(2)(i), signatory hereby does attest that all
3 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
4 content and have authorized the filing.

5
6 Dated: November 9, 2023

TRÉPANIER TAJIMA LLP

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8 */s/ Lisa Dearden Trépanier*

9 Lisa Dearden Trépanier
10 Attorneys for Defendants
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1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on [date] in the case
8 of *John CL Doe v. Corporation of the President of The Church of Jesus Christ of Latter-*
9 *day Saints, et al.*, Case No. 5:23-cv-2005-JFW (KKx). 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] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action or
21 any proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25
26 Printed name: _____

27
28 Signature: _____