

Rick Richmond (SBN 194962)
rrichmond@larsonllp.com
Matthew S. Manacek (SBN 312834)
mmanacek@larsonllp.com
Timothy C. Tanner (SBN 318081)
ttanner@larsonllp.com
Troy S. Tessem (SBN 329967)
ttessem@larsonllp.com

LARSON LLP

555 South Flower Street, Suite 4400
Los Angeles, California 90071
Telephone: (213) 436-4888
Facsimile: (213) 623-2000

Attorneys for Defendant
THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

JAMES HUNTSMAN,

Plaintiff,

vs.

CORPORATION OF THE
PRESIDENT OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY
SAINTS; and Does 1-10,

Defendants.

Case No. 2:21-cv-02504 SVW (SK)

*Assigned to the Hon. Stephen V. Wilson,
Ctm. 10A*

**STIPULATED PROTECTIVE
ORDER**

Trial Date: None Set

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

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

6 B. GOOD CAUSE STATEMENT

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

2. DEFINITIONS

2.1 Action: James Huntsman v. Corporation of the President of The Church of Jesus Christ of Latter-day Saints, No. 2:21-cv-02504 SVW (SK).

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

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

2.4 Counsel: Outside Counsel of Record, Other Retained Counsel, and House Counsel (as well as their support staff).

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

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter, or voluntarily produced or otherwise used in support of dispositive motions or other filings in this matter.

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

2.8 House Counsel: attorneys who are employees of a party to this Action or a party’s affiliate entity. House Counsel does not include Outside Counsel of Record or any other outside counsel.

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

1 2.10 Other Retained Counsel: attorneys who are not employees of a party to
 2 this Action or a party's affiliate entity and have not appeared in this Action on behalf
 3 of a party but are retained to advise a party to this Action with respect to this Action,
 4 and includes support staff.

5 2.11 Outside Counsel of Record: attorneys who are not employees of a party
 6 to this Action but are retained to represent or advise a party to this Action and have
 7 appeared in this Action on behalf of that party or are affiliated with a law firm which
 8 has appeared on behalf of that party, and includes support staff.

9 2.12 Party: any party to this Action, including all of its officers, directors,
 10 employees, consultants, retained experts, affiliated entities, and Outside Counsel of
 11 Record and Other Retained Counsel (and their support staffs).

12 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
 13 Discovery Material in this Action.

14 2.14 Professional Vendors: persons or entities that provide litigation support
 15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 17 and their employees and subcontractors.

18 2.15 Protected Material: any Disclosure or Discovery Material that is
 19 designated as "CONFIDENTIAL."

20 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
 21 from a Producing Party.

22 23 3. SCOPE

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

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

3
4 4. DURATION

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

13
14 5. DESIGNATING PROTECTED MATERIAL

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

23 Mass, indiscriminate, or routinized designations are prohibited. Designations
24 that are shown to be clearly unjustified or that have been made for an improper
25 purpose (e.g., to unnecessarily encumber the case development process or to impose
26 unnecessary expenses and burdens on other parties) may expose the Designating Party
27 to sanctions. If it comes to a Designating Party's attention that information or items
28 that it designated for protection do not qualify for protection, that Designating Party

1 must promptly notify all other Parties that it is withdrawing the inapplicable
2 designation.

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

7 Designation in conformity with this Order requires:

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

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

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

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

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

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

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a Receiving
7 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

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

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

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

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

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
28

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

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

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

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

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

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

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

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

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

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

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

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

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

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

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

1 (c) If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the Receiving Party
3 may produce the Non-Party's confidential information responsive to the discovery
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
5 not produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
8 of seeking protection in this court of its Protected Material.

9
10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

19
20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
26 may be established in an e-discovery order that provides for production without prior
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the
2 parties may incorporate their agreement in the stipulated protective order submitted
3 to the court.

4
5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

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

13 12.3 Agreement to Be Bound. The Parties, along with their Outside Counsel
14 of Record and their Other Retained Counsel, agree to be bound by this Order as an
15 agreement between them in the event the Court does not sign the Order prior to the
16 filing of the summary judgment briefing scheduled to begin on August 9, 2021,
17 because that briefing will contain Protected Material. In addition, unless and until the
18 Court signs this Order, the Parties agree to be bound by the Order as an agreement
19 between them for all other purposes so that Protected Material does not become
20 publicly available.

21 12.4 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
23 only be filed under seal pursuant to a court order authorizing the sealing of the specific
24 Protected Material at issue. If a Party's request to file Protected Material under seal is
25 denied by the court, then the Receiving Party may file the information in the public
26 record unless otherwise instructed by the court.

1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return
4 all 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
7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
8 must submit a written certification to the Producing Party (and, if not the same person
9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
10 category, where appropriate) all the Protected Material that was returned or destroyed
11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
12 compilations, summaries or any other format reproducing or capturing any of the
13 Protected Material.

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
3 sanctions.

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: August 5, 2021

8
9 /s/ David B. Jonelis

10 David B. Jonelis
11 Attorney for Plaintiff JAMES HUNTSMAN

12
13 DATED: August 5, 2021

14
15 /s/ Rick Richmond¹

16 Rick Richmond
17 Attorney for Defendant THE CHURCH OF JESUS
18 CHRIST OF LATTER-DAY SAINTS

19
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: August 6, 2021

23
24 

25 Honorable Steve Kim
26 United States District Magistrate

27 ¹ Pursuant to Local Rule 5-4.3.4, I attest that Counsel for Plaintiff James
28 Huntsman concurs in this filing's content and has authorized its filing.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 _____ [date] in the case of *Huntsman v. Corporation of the President of
 the Church of Jesus Christ of Latter-Day Saints*, Case No. 2:21-cv-02504 SVW (SK)
 [insert formal name of the case and the number and initials assigned to it by the court].
 I agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me
 to sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____