

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Jane Roe AB 51 v. Doe 1

Jane Roe AB 51 · No. 2:24-cv-03488-DJC-CSK · Decided March 20, 2025

SUMMARY

This document is an order approving a modified stipulated protective order in Jane Roe AB 51 v. The Church of Jesus Christ of Latter-day Saints, et al., Case No. 2:24-cv-03488-DJC-CSK, in the United States District Court for the Eastern District of California. Dated March 20, 2025, the order clarifies that the court will not retain jurisdiction to enforce the protective order after the action is closed, notwithstanding a provision in the stipulated order stating that the court would retain jurisdiction for one year after conclusion.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Chi Soo Kim
DECIDED	March 20, 2025
DOCKET	2:24-cv-03488-DJC-CSK
DISPOSITION	other
PROCEDURAL POSTURE	The parties submitted a stipulated protective order for court approval under Eastern District of California Local Rule 141.1(b)(1).
PRECEDENTIAL VALUE	nonprecedential

TOPICS

discovery dispute civil procedure

PRACTICE AREAS

civil procedure discovery confidentiality and protective orders

QUESTIONS PRESENTED

- Whether the stipulated protective order should be approved under the Eastern District of California's local rules.
- Whether the court would retain jurisdiction to enforce the protective order after the action was closed.

HOLDINGS

- 1. The court approved the parties' stipulated protective order because it complied with the relevant authorities and the court's Local Rule 141.1, subject to the court's clarification concerning post-closure jurisdiction.
- 2. The court would not retain jurisdiction over enforcement of the protective order once the case was closed.

KEY QUOTATIONS

- “The Court APPROVES the protective order, subject to the following clarification.” (at 1)
- “Thus, the Court will not retain jurisdiction over this protective order once the case is closed.” (at 1)

FACTUAL BACKGROUND

The action concerns claims for damages arising from alleged sexual abuse and is expected to involve confidential medical, religious, clergy-related, and third-party information. The parties stipulated to protections governing the designation, use, disclosure, filing, and disposition of confidential discovery materials.

PROCEDURAL HISTORY

Plaintiff and the Church Defendants jointly stipulated to entry of a protective order governing confidential discovery materials. The court reviewed the proposed order, approved it subject to clarification concerning post-closure jurisdiction, and entered a modified protective order.

DISPOSITION

other

CASES CITED

- Bylin Heating Sys., Inc. v. Thermal Techs., Inc., 2012 WL 13237584, at *2 (E.D. Cal. Oct. 29, 2012)

OPINION

Jane Roe AB 51 v. Doe 1

PER CURIAM.

] 2 3 4 5

6 UNITED STATES DISTRICT COURT

7 FOR THE EASTERN DISTRICT OF CALIFORNIA

8 ? JANE ROE AB 51, Case No. 2:24-cv-03488-DJC-CSK 10 Plaintiff, ORDER GRANTING
MODIFIED

11 STIPULATED PROTECTIVE ORDER

D (ECF No. 34) DOE 1, A CORPORATION, et al., 13 Defendants. 14 15 The Court has reviewed
the parties’ stipulated protective order below (ECF No. 34), and 16 || finds it comports with the

relevant authorities and the Court's Local Rule. See L.R. 141.1. The 17 || Court APPROVES the protective order, subject to the following clarification. 18 The Court's Local Rules indicate that once an action is closed, it "will not retain 19 || jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 29 || 141 .1(f); see *Bylin Heating Sys., Inc. v. Thermal Techs., Inc.*, 2012 WL 13237584, at *2 (E.D. 91 || Cal. Oct. 29, 2012) (noting that courts in the district generally do not retain jurisdiction for 97 || disputes concerning protective orders after closure of the case). Thus, the Court will not retain 93 || jurisdiction over this protective order once the case is closed. 24 25 Dated: March 20, 2025 4 a 26 || 4, janes4s8.24 wie

27 UNITED STATES MAGISTRATE JUDGE

28 2:24-cv-3488-DJC-CSK 1 Lisa Dearden Trépanier (SBN 156302) LisaT@trepaniertajima.com
2 Gregory E. Eisner (SBN 190135) greg@trepaniertajima.com 3 Lisa M. Dale (SBN 194688) 4
lisa.dale@trepaniertajima.com

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5 4605 Lankershim Blvd., Suite 540 North Hollywood, California 91602 6 Telephone: (323) 487-
1101 7 Attorneys for Defendants The Church of Jesus Christ of Latter-day Saints 8 and Temple
Corporation of The Church of Jesus Christ of Latter-day Saints 9 Additional counsel listed on
following page 10

11 UNITED STATES DISTRICT COURT

12 EASTERN DISTRICT OF CALIFORNIA

13 14 Jane Roe AB 51, Case No. 2:24-cv-03488-DJC-CSK 15 District Judge Daniel J. Calabretta
Plaintiff, Magistrate Judge Chi Soo Kim 16 vs.

17 [PROPOSED] STIPULATED

PROTECTIVE ORDER

18 THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a corporation; 19

TEMPLE CORPORATION OF THE

20 CHURCH OF JESUS CHRIST OF

LATTER-DAY SAINTS, a corporation; 21

MODESTO CALIFORNIA NORTH STAKE

22 OF THE CHURCH OF JESUS CHRIST

OF LATTER-DAY SAINTS, an entity of 23 unknown form and DOES 4 to 100, 24 Inclusive, 25
26 Defendants. 27 28 1 Michael W. Carney (SBN 241564) MCarney@sssfirm.com 2 Lauren A.
Welling (SBN 291813) LWelling@sssfirm.com 3 Sarah Kissel Meier (SBN 305315) 4
Skmeier@sssfirm.com

SLATER SLATER SCHULMAN LLP

5 8383 Wilshire Blvd., Suite 255 Beverly Hills, California 90211 6 Telephone: (310) 341-2086 7
Attorneys for Plaintiff 8 Jane Roe AB 51 9 Pursuant to Local Rule 141.1(b)(1) of the Local Rules
of the United States District Court 10 for the Eastern District of California, Plaintiff Jane Roe AB

51 (“Plaintiff”) and Defendants The 11 Church of Jesus Christ of Latter-day Saints and Temple Corporation of The Church of Jesus 12 Christ of Latter-day Saints (“Church Defendants”) (collectively, the “Parties”) hereby stipulate to 13 the Court’s entry of an order entering the Stipulated Protective Order set forth below. 14 IT IS SO STIPULATED. 15 Respectfully submitted, 16 Dated: March 7, 2025 TRÉPANIER TAJIMA LLP 17 18 /s/ Lisa Dearden Trépanier 19 Lisa Dearden Trépanier 20 LisaT@trepaniertajima.com Attorneys for Defendants 21 The Church of Jesus Christ of Latter-day Saints and Temple Corporation of The Church of Jesus 22 Christ of Latter-day Saints 23 24 25 26 27 28 1 Dated: March 7, 2025 SLATER SLATER SCHULMAN LLP 2 3 /s/ Sarah Kissel Meier (as authorized on 4 February 27, 2025)

5 Michael W. Carney Lauren A. Welling 6 Sarah Kissel Meier 7 Attorneys for Plaintiff Jane Roe AB 51 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

1 STIPULATED PROTECTIVE ORDER

2 I. PURPOSES AND LIMITATIONS

3 Plaintiff Jane Roe AB 51 (“Plaintiff”) and Defendants The Church of Jesus Christ of 4 Latter-day Saints and Temple Corporation of The Church of Jesus Christ of Latter-day Saints 5 (“Church Defendants”) (collectively, the “Parties”) have agreed to be bound by the terms of this 6 Protective Order (“Order”) in this action. Discovery in this action is likely to involve production of 7 confidential, proprietary, or private information for which special protection from public 8 disclosure and from use for any purpose other than prosecuting this litigation may be 9 warranted. Accordingly, the parties hereby stipulate to, and petition the Court to enter, the 10 following Stipulated Protective Order. The parties acknowledge that this Order does not confer 11 blanket protections on all disclosures or responses to discovery and that the protection it 12 affords from public disclosure and use extends only to the limited information or items that are 13 entitled to confidential treatment under the applicable legal principles. The parties further 14 acknowledge, as set forth in Paragraph 15, below, that this Stipulated Protective Order does 15 not entitle them to file confidential information under seal; United States District Court for the 16 Eastern District of California, Local Rule 141 sets forth the procedures that must be followed 17 and the standards that will be applied when a party seeks permission from the court to file 18 material under seal.

19 II. GOOD CAUSE STATEMENT

20 This Action concerns Plaintiff’s claims for damages arising out of alleged sexual abuse. 21 Church Defendants are alleged to be liable for the abuse. This Action is thus likely to involve 22 confidential medical, religious, and third-party information for which special protection from 23 public disclosure and from use for any purpose other than prosecution of this action is 24 warranted. Such confidential materials and information consist of, among other things, 25 confidential medical records, religious organization records implicating privacy rights of third 26 parties, privileged communications with clergy, and other information otherwise generally 27 unavailable to the public or which may be privileged or otherwise protected from disclosure 28 1

under state or federal statutes and the First Amendment of both state and federal constitutions, 2 court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to 3 facilitate the prompt resolution of disputes over confidentiality of discovery materials, to 4 adequately protect information the parties are entitled and/or obligated to keep confidential, to 5 ensure that the Parties are permitted reasonable necessary uses of such material in 6 preparation for and in the conduct of trial, to address their handling at the end of the litigation, 7 and serve the ends of justice, a protective order for such information is justified in this matter. It 8 is the intent of the Parties that information will not be designated as confidential for tactical 9 reasons and that nothing be so designated without a good faith belief that it has been 10 maintained in a confidential, non-public manner, and there is good cause why it should not be 11 part of the public record of this case.

12 III. DEFINITIONS

13 1. The term “Action” will mean the above-entitled proceeding, Jane Roe AB 51 v. 14 The Church of Jesus Christ of Latter-day Saints, et al., Case No. 2:24-cv-03488-DJC-CSK. 15 2. The term “confidential information” will mean and include information contained or 16 disclosed in any materials, including documents, portions of documents, answers to 17 interrogatories, responses to requests for admissions, trial testimony, deposition testimony, and 18 transcripts of trial testimony and depositions, including data, summaries, and compilations 19 derived therefrom that is deemed to be confidential information by any party to which it belongs. 20 3. The term “materials” will include, but will not be limited to: documents; 21 correspondence; memoranda; recordings; photographs; motion pictures; compilations from 22 which information can be obtained and translated into reasonably usable form through 23 detection devices; sketches; drawings; notes; reports; instructions; disclosures; other writings; 24 and other physical objects or tangible things. 25 4. The term “counsel” will mean outside counsel of record, and other attorneys, 26 paralegals, secretaries, and other support staff employed in the law firms identified below: 27 Trépanier Tajima LLP (for Church Defendants) and Slater Slater Schulman LLP (for Plaintiff). 28 1 “Counsel” also includes attorneys, paralegals, secretaries, and other support staff employed in 2 the law firm of Kirton McConkie in Salt Lake City, Utah (for Church Defendants). 3 5. The term “designating party” will mean a party or non-party that designates 4 information or items that it produces in disclosures or in responses to discovery as 5 “confidential.” 6 6. The term “challenging party” will mean a party or non-party that challenges the 7 designation of information or items under this Order.

8 IV. GENERAL RULES

9 7. Each party to this litigation that produces or discloses any materials, answers to 10 interrogatories, responses to requests for admission, trial testimony, deposition testimony, and 11 transcripts of trial testimony and depositions, or information that the producing party believes 12 should be subject to this Protective Order may designate the same as “CONFIDENTIAL.” 13 Any party may designate information as “CONFIDENTIAL” only if, in the good faith belief 14 of such

party and its counsel, the unrestricted disclosure of such information could potentially 15 violate individuals' privacy rights, clergy-penitent privilege, or First Amendment privilege. The 16 producing party shall designate any material it believes to be "CONFIDENTIAL" by so marking 17 it or in any other manner to clearly indicate its protected status. 18 8. Whenever a deposition taken on behalf of any party involves a disclosure of 19 confidential information of any party: 20 a. the deposition or portions of the deposition must be designated as 21 containing confidential information subject to the provisions of this Order; such designation 22 must be made on the record whenever possible, but a party may designate portions of 23 depositions as containing confidential information after transcription of the proceedings; a party 24 will have until fourteen (14) days after receipt of the deposition transcript to inform the other 25 party or parties to the action of the portions of the transcript to be designated

26 "CONFIDENTIAL."

27 28 1 b. the disclosing party will have the right to exclude from attendance at the 2 deposition, during such time as the confidential information is to be disclosed, any person other 3 than the deponent, counsel (including their staff and associates), the court reporter, and the 4 person(s) agreed upon pursuant to paragraph 11 below; and 5 c. the originals of the deposition transcripts and all copies of the deposition 6 must bear the legend "CONFIDENTIAL," and the original or any copy ultimately presented to a 7 court for filing must not be filed unless it can be accomplished under seal, identified as being 8 subject to this Order, and protected from being opened except by order of this Court. 9 9. All confidential information designated as "CONFIDENTIAL" must not be 10 disclosed by the receiving party to anyone other than those persons designated within this 11 order and must be handled in the manner set forth below and, in any event, must not be used 12 for any purpose other than in connection with this litigation, unless and until such designation is 13 removed either by agreement of the parties, or by order of the Court. 14 10. Information designated "CONFIDENTIAL" must be viewed only by counsel (as 15 defined in paragraph 4) of the receiving party, and by independent experts under the conditions 16 set forth in this Paragraph. The right of any independent expert to receive any confidential 17 information will be subject to the advance approval of such expert by the producing party or by 18 permission of the Court. The party seeking approval of an independent expert must provide the 19 producing party with the name and curriculum vitae of the proposed independent expert, and 20 an executed copy of the form attached hereto as Exhibit A, in advance of providing any 21 confidential information of the producing party to the expert. Any objection by the producing 22 party to an independent expert receiving confidential information must be made in writing within 23 fourteen (14) days following receipt of the identification of the proposed expert. Confidential 24 information may be disclosed to an independent expert if the fourteen (14) day period has 25 passed, and no objection has been made. The approval of independent experts must not be 26 unreasonably withheld. 27 28 1 11. Information designated "confidential" must be viewed only by counsel (as defined 2 in paragraph 4) of the receiving party, by independent experts (pursuant to

the terms of 3 paragraph 10), by court personnel, and by the additional individuals listed below, provided each 4 such individual has read this Order in advance of disclosure and has agreed in writing to be 5 bound by its terms: 6 a. Mediators or other neutral evaluators jointly selected by the Parties to 7 conduct a mediation or other form of alternative dispute resolution, and any staff thereof; 8 b. Executives who are required to participate in policy decisions with 9 reference to this action; 10 c. Stenographic and clerical employees associated with the individuals 11 identified above. 12 12. With respect to material designated "CONFIDENTIAL," any person indicated on 13 the face of the document to be its originator, author or a recipient of a copy of the document, 14 may be shown the same. 15 13. All information which has been designated as "CONFIDENTIAL" by the producing 16 or disclosing party, and any and all reproductions of that information, must be retained in the 17 custody of the counsel for the receiving party identified in paragraph 4, except that independent 18 experts authorized to view such information under the terms of this Order may retain custody of 19 copies such as are necessary for their participation in this litigation. 20 14. Filing Under Seal. Before any materials produced in discovery, answers to 21 interrogatories, responses to requests for admissions, deposition transcripts, or other 22 documents which are designated as Confidential Information are filed with the Court for any 23 purpose, the party seeking to file such material must seek permission of the Court to file the 24 material under seal. No document may be filed under seal, i.e., closed to inspection by the 25 public except pursuant to a Court order that authorizes the sealing of the particular document, 26 or portions of it. A sealing order may issue only upon a showing that the information is 27 privileged or protectable under the law. The request must be narrowly tailored to seek sealing 28 1 only of the confidential or privileged material. To file a document under seal, the Parties must 2 comply with the procedures set forth in United States District Court for the Eastern District of 3 California, Local Rule 141. 4 15. At any stage of these proceedings, any party may object to the designation of the 5 materials as confidential information. The party objecting to confidentiality must notify, in 6 writing, counsel for the designating party of the objected-to materials and the grounds for the 7 objection. If the dispute is not resolved consensually between the parties within seven (7) days 8 of receipt of such a notice of objections, the objecting party may move the Court for a ruling on 9 the objection. The materials at issue must be treated as confidential information, as designated 10 by the designating party, until the Court has ruled on the objection, or the matter has been 11 otherwise resolved. 12 16. All confidential information must be held in confidence by those inspecting or 13 receiving it, and it must be used only for purposes of this action. Counsel for each party, and 14 each person receiving confidential information must take reasonable precautions to prevent the 15 unauthorized or inadvertent disclosure of such information. If confidential information is 16 disclosed to any person other than a person authorized by this Order, the party responsible for 17 the unauthorized disclosure must immediately bring all pertinent facts relating to the 18 unauthorized disclosure to the attention of the other parties and, without prejudice to any rights 19 and remedies of the other parties, make every effort to prevent further disclosure by the party 20

and by the person(s) receiving the unauthorized disclosure. 21 17. No party will be responsible to another party for disclosure of confidential 22 information under this Order if the information in question is not labeled or otherwise identified 23 as such in accordance with this Order. 24 18. If a party, through inadvertence, produces any confidential information without 25 labeling or marking or otherwise designating it as such in accordance with this Order, the 26 designating party may give written notice to the receiving party that the document or thing 27 produced is deemed confidential information, and that the document or thing produced should 28 1 be treated as such in accordance with that designation under this Order. The receiving party 2 must treat the materials as confidential, once the designating party so notifies the receiving 3 party. If the receiving party has disclosed the materials before receiving the designation, the 4 receiving party must notify the designating party in writing of each such disclosure. Counsel for 5 the parties will agree on a mutually acceptable manner of labeling or marking the inadvertently 6 produced materials as "CONFIDENTIAL." 7 19. Nothing within this order will prejudice the right of any party to object to the 8 production of any discovery material on the grounds that the material is protected as privileged 9 or as attorney work product. 10 20. Nothing in this Order will bar counsel from rendering advice to their clients with 11 respect to this litigation and, in the course thereof, relying upon any information designated as 12 confidential information, provided that the contents of the information must not be disclosed. 13 21. This Order will be without prejudice to the right of any party to oppose production 14 of any information for lack of relevance or any other ground other than the mere presence of 15 confidential information. The existence of this Order must not be used by either party as a basis 16 for discovery that is otherwise improper under the Federal Rules of Civil Procedure. 17 22. Nothing within this order will be construed to prevent disclosure of confidential 18 information if such disclosure is required by law or by order of the Court. 19 23. Upon final termination of this action, including any and all appeals, counsel for 20 each party must, upon request of the producing party, return all confidential information to the 21 party that produced the information, including any copies, excerpts, and summaries of that 22 information, or must destroy same at the option of the receiving party, and must purge all such 23 information from all machine-readable media on which it resides. Notwithstanding the 24 foregoing, counsel for each party may retain all pleadings, briefs, memoranda, motions, and 25 other documents filed with the Court that refer to or incorporate confidential information and will 26 continue to be bound by this Order with respect to all such retained information. Further, 27 attorney work product materials that contain confidential information need not be destroyed, 28 1 but, if they are not destroyed, the person in possession of the attorney work product will 2 continue to be bound by this Order with respect to all such retained information. 3 24. The restrictions and obligations set forth within this order will not apply to any 4 information that: (a) the parties agree should not be designated confidential information; (b) the 5 parties agree, or the Court rules, is already public knowledge; (c) the parties agree, or the Court 6 rules, has become public knowledge other than as a result of disclosure by the receiving party, 7 its employees, or its agents in violation of this

Order; or (d) has come or will come into the 8 receiving party's legitimate knowledge independently of the production by the designating party. 9 Prior knowledge must be established by pre-production documentation. 10 25. The restrictions and obligations within this order will not be deemed to prohibit 11 discussions of any confidential information with anyone if that person already has or obtains 12 legitimate possession of that information. 13 26. Transmission by email or some other currently utilized method of transmission is 14 acceptable for all notification purposes within this Order. 15 27. This Order may be modified by agreement of the parties, subject to approval by 16 the Court. 17 28. Modification of the Protective Order by the Court. The Court may modify the terms 18 and conditions of the Order for good cause, or in the interest of justice, or on its own order at 19 any time during these proceedings. 20 29. The Parties stipulate and agree that, after the final resolution of this action, all 21 confidential or sealed documents or information in the possession of either Party that originates 22 from the other Party shall be destroyed or otherwise deleted (including all hard copies and 23 electronically stored copies) within fourteen (14) days of resolution. Notice of such destruction 24 shall be provided to the other Party by email within two (2) business days. 25 30. Continuing Jurisdiction. The Court shall retain jurisdiction for a period of one (1) 26 year after the conclusion of this action to enforce the terms of the Protective Order. 27 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], 6
declare 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 Eastern District of 8
California on [date] in the case of Jane Roe AB 51 v. The Church of Jesus Christ of Latter-day 9
Saints, et al., United States District Court, Eastern District of California, Civil Action No. 2:24-cv-
10 03488-DJC-CSK. 11 I agree to comply with and to be bound by all the terms of this Stipulated
Protective 12 Order and I understand and acknowledge that failure to so comply could expose me
to 13 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose 14 in any manner any information or item that is subject to this Stipulated Protective
Order to any 15 person or entity except in strict compliance with the provisions of this Order. 16 I
further agree to submit to the jurisdiction of the United States District Court for the 17 Eastern
District of California for the purpose of enforcing the terms of this Stipulated Protective 18 Order,
even if such enforcement proceedings occur after termination of this action. 19 20 Date:
_____ 21 City and State where sworn and signed:
_____ 22 23 Signature:
_____ 24 Printed name:
_____ 25 26 27 28

