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 Cavanaugh, Chief Mark L. Klugman, Chief Sammy L. Jones, Robert  
 8 Fish, Ph.D., Chief Neal Tyler, Sergeant Dan Belland, and Chief Carl Deeley  
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10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**  
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<p>13 LUZ FUENTES, etc.,          14                   Plaintiffs,          15           vs.          16 COUNTY OF LOS ANGELES; et al.,          17                   Defendants.</p> <hr/> <p>19 LUZ FUENTES, et al.,          20                   Plaintiffs,          21           vs.          22 WARDEN HAWS, et al.,          23                   Defendants.</p> <hr/>	<p>) Case No. CV 08-01258 ABC (SSx)          ) Consolidated with:          ) Case No. CV 08-03881 ABC (SSx)          ) <b>DISCOVERY MATTER</b>          ) Hon. Suzanne H. Segal          ) <b>PROTECTIVE ORDER</b></p>
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25           Having reviewed and considered the Parties' Stipulation For Protective  
 26 Order, good cause showing therein, IT IS SO ORDERED:  
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**I. INTRODUCTION AND STATEMENT OF GOOD CAUSE.**

1. Plaintiff. The Plaintiff in this action is Luz Fuentes (“Plaintiff” and/or “Receiving Party”), the mother of Decedent Jose Daniel Cruz, aka, Jose Daniel Cruz Fuentes, Edgar Jimenez, and Jose Garcia (“Decedent”).

2. State Defendants. The State Defendants are the State of California employees S. Mohr, G. Hing and F. Haws (“State Defendants”).

3. County Defendants. The County Defendants are the County of Los Angeles, Los Angeles County Sheriff Leroy Baca, Assistant Sheriff Marvin O. Cavanaugh, Chief Mark L. Klugman, Chief Sammy L. Jones, Robert Fish, Ph.D., Chief Neal Tyler, Commander Carl Deeley and Sergeant Dan Belland (“County Defendants” and/or “Disclosing Party;” Plaintiffs and Defendants are collectively referred to as the “Parties”).

4. Receiving Parties. The Receiving Parties shall refer to all Parties receiving information from the County Defendants pursuant to this protective order.

5. Case Summary. This case arises from inmate Kurt Karcher’s altercation with Decedent, his cellmate in Defendant County’s jail, in or around May 2007. Decedent died in or about June 2007.

6. Good Cause Statement. The Parties anticipate that during discovery in this action they will exchange documents, items, or materials and other information that contain sensitive and confidential information that derives actual or potential value from not being generally known to the public and are the subject of reasonable efforts to maintain their secrecy and confidentiality (“Confidential Information”). Confidential Information includes the County jail custody records of third-party-inmate Kurt Karcher and homicide investigations relating to Mr. Karcher. Such information is subject to the official information privilege, the right to privacy guaranteed in Federal Constitution, First Amendment and California

1 Constitution, Article I, Section I, and various California Government, Penal, and  
2 Evidence Code sections, and thus protected from disclosure. Further, the  
3 underlying criminal case is currently being prosecuted against Mr. Karcher.

4 7. Interests In Favor Of Protective Order. This order is necessary to  
5 expedite discovery, while maintaining confidential and private information of  
6 inmate Kurt Karcher and contained in the homicide investigations that serve as the  
7 bases if this action, and to protect parties or persons from annoyance,  
8 embarrassment, oppression, or undue burden or expense. Further, disclosure of  
9 such information without a protective order may compromise the safety third  
10 parties.

11 8. Stipulation. The Parties are entering into this Stipulated Protective  
12 Order to protect against any improper disclosure or risk of circumvention of law  
13 that might result from disclosure of sensitive and confidential law enforcement  
14 information as described in this Order. To informally resolve this discovery matter,  
15 the Parties have agreed to this stipulated protective order that carefully limits the  
16 use and dissemination of the Confidential Information.

17 **II. USE AND DISSEMINATION OF THE CONFIDENTIAL**  
18 **INFORMATION.**

19 9. Confidential Information. This protective order shall apply to all  
20 Confidential Information, produced by The County Defendants to the Parties. The  
21 Confidential Information shall include, but not be limited to, originals and copies of  
22 relevant interrogatory responses obtained from the County Defendants in this matter;  
23 all originals and copies of relevant documents responsive to the Parties' requests for  
24 production of documents obtained from the County Defendants in this matter; and all  
25 originals and copies of transcripts, video recordings, and audio recordings of any  
26 deposition taken in this matter during which the Confidential Information is used,  
27 mentioned, reviewed, discussed, or referred to. The Confidential Information shall be  
28 subject to this Protective Order as follows:

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10. Storage Of Confidential Information. Immediately upon production by the Disclosing Party, attorneys for Receiving Party shall personally secure and maintain the Confidential Information in their possession. The Confidential Information shall not, under any circumstances, be left in an open or unsecured location where unauthorized persons (such as unauthorized employees of counsel, cleaning personnel, etc.) might have access to them.

11. Confidential Information Legend. All documents containing Confidential Information shall be stamped “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” and shall be sealed pursuant to this Order.

12. Limitation Of Use Of Confidential Information. Attorneys for Receiving Party shall not cause or knowingly permit disclosure of the contents of the Confidential Information, in any manner, including orally, beyond the disclosure permitted under the terms and conditions of this Order. Any such disclosure shall be construed as a violation of this Order, except when used for purposes of this litigation as described in Paragraph Nos. 15 and 16 of this Order and it is done so under seal.

13. Testimony Regarding The Confidential Information. In the case of depositions, any party may designate all or any portion of the deposition testimony given in this litigation as Confidential Information, either orally during the deposition or in writing within ten (10) business days after receipt of the deposition transcript. Until expiration of the ten (10) business-day period, the entire deposition shall be treated as Confidential Information. Further, to the extent that Confidential Information may be identified or referred to in depositions in this case, the court reporter transcribing the deposition shall sign a statement as set forth in paragraph 18. Any questions intended to elicit testimony regarding the contents of the Confidential Information shall be conducted only in the presence of persons

1 authorized to review the Confidential Information as provided in this Order. Any  
2 deposition transcript containing such questions and testimony shall be subject to the  
3 same protections and precautions applicable to the Confidential Information.

4 14. Inadvertent Disclosure. If the Disclosing Party inadvertently produces  
5 any Confidential Information without designating it as such, it may be remedied by  
6 (1) promptly notifying the other parties of the error; and (2) providing a substitute  
7 copy of the Confidential Information with a proper legend. In that event, the  
8 parties receiving the inadvertently produced undesignated Confidential Information  
9 will: (1) return the previously produced Confidential Information and destroy all  
10 copies thereof; and (2) if the party had already disseminated the Confidential  
11 Information to any person, the party will notify all such persons in writing of the  
12 need to return such Confidential Information and not to further disseminate it.

13 15. Limitations On The Non-Litigation Use Of Confidential Information.  
14 The secrecy and confidentiality of the Confidential Information exchanged during  
15 discovery in this action shall be maintained, and all Confidential Information  
16 exchanged will be used solely for the litigation of this action entitled. No  
17 Confidential Information or copies thereof, nor any transcript, quotation,  
18 paraphrase, summary, or other description containing Confidential Information  
19 shall be reproduced, disseminated, or disclosed to any person or use for any  
20 purpose except in accordance with this Stipulation and Order or by further Order of  
21 the Court. Specifically, the Receiving Party may not use such documents, records,  
22 or other information (or the contents thereof) for any other purpose, including use  
23 as background material, or for inclusion in books, magazines, newspapers, or other  
24 publications. The Receiving Party is prohibited from placing any of the  
25 Confidential Information on the internet.

26 16. Court Filings. If necessary in the judgment of attorneys for Receiving  
27 Party, said attorneys may show or reveal the contents of the Confidential  
28 Information to the court only pursuant to Local Rule 79-5.

1           17.    Other Persons Authorized To Review Confidential Information. The  
2 Parties’ attorneys of record may be permitted to see originals and obtain copies of  
3 the Confidential Information covered by this Order. Also, Defendants, including  
4 officers, directors, employees, and experts thereof may be permitted to review the  
5 Confidential Information. Additionally, paralegals, secretaries, expert witnesses,  
6 and other individuals and entities that may be employed or retained by the  
7 Receiving Party to assist in the preparation and/or the litigation of this action may  
8 be permitted to see originals and obtain copies of the Confidential Information  
9 covered by this Order, provided such experts and employees have first executed the  
10 written statement set forth in paragraph 18 below, and comply with the provisions  
11 of that section.

12           18.    Applicability Of Order To Other Persons. Prior to the disclosure of  
13 any Confidential Information to any person described above, attorneys for  
14 Receiving Party who seeks to use or disclose such Confidential Information shall  
15 first provide any such person with a copy of this Order, and shall cause him or her  
16 to execute, on a second copy, which counsel shall thereafter serve on the Disclosing  
17 Party the following acknowledgment:

18                   “I, \_\_\_\_\_, do solemnly swear that I am  
19 fully familiar with the terms of the Stipulated Protective Order entered  
20 in this action and hereby agree to comply with and be bound by the  
21 terms and conditions of the said Order with respect to the handling,  
22 use and disclosure of each Confidential Document. I understand that I  
23 may be subject to penalties for contempt of Court if I violate this  
24 Order and hereby consent to the jurisdiction of said Court for purposes  
25 of enforcing this Order.

26                   Dated: \_\_\_\_\_ /s/ \_\_\_\_\_”

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1           This written requirement applies to, but is not limited to, paralegals,  
2 secretaries, expert witnesses, and other individuals and entities that may be  
3 employed or retained by Receiving Party's counsel to assist in the preparation  
4 and/or the litigation of this action. The Receiving Party shall be responsible for  
5 maintaining the signed original of each such written statement until the conclusion  
6 of these proceedings, including any appeal.

7           19.   No waiver of objections. Nothing in this Stipulation and Order  
8 constitutes any decision by the Court concerning discovery disputes or the  
9 admission into evidence of any specific document or testimony or liability for  
10 payment of any costs of production or reproduction of documents. This Order also  
11 does not constitute a waiver by any party of any right to object to discovery or  
12 admission into evidence of any document, record, testimony or other information  
13 that is subject to this Order. Nor do Defendants waive any privileges, including,  
14 but not limited to, the investigatory files or official information privileges, *see e.g.*,  
15 *Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller v. Pancucci*, 141  
16 F.R.D. 292 (C.D. Cal. 1992) by entering into this order.

17           20.   Subpoena for Confidential Information. In the event that the  
18 Receiving Party receives a subpoena, discovery request, or other legal process  
19 seeking production of Confidential Information, the Receiving Party must give  
20 prompt written notice to the Disclosing Party. The Receiving Party shall inform the  
21 person or entity seeking the information of the existence of this Stipulation and  
22 Order and shall not produce the Confidential Information absent a Court Order  
23 requiring such production.

24           21.   Modification. For good cause, any party may seek a modification of  
25 this Order, first by attempting to obtain the consent of the other parties to such  
26 modification, and then, absent consent, by application to this Court.

1           22.    Return of Confidential Information. No more than thirty (30) calendar  
2 days after the conclusion of this case the Receiving Parties and every other person  
3 and/or entity who received originals or copies of the Confidential Information shall  
4 return all originals, copies of the Confidential Information, and material derived  
5 therefrom, including, but not limited to, all log(s) of persons authorized to review the  
6 protected documents and the written statement(s) acknowledging the terms and  
7 provisions of this Order pursuant to paragraph 18 of this Order, to the Disclosing  
8 Party care of:

9                   Paul B. Beach, Esq.  
10                   Lawrence Beach Allen & Choi, PC  
11                   100 West Broadway, Suite 1200  
12                   Glendale, California 91210-1219;

13           This case has concluded when (i) a final judgment has been entered by the  
14 Court or the case has otherwise been dismissed with prejudice; (ii) the time for any  
15 objection to or request for reconsideration of such a judgment or dismissal has  
16 expired; (iii) all available appeals have concluded or the time for such appeals has  
17 expired; and (iv) any post appeal proceedings have themselves concluded.

18           23.    Survivability of Order. This Stipulation and Order shall survive the  
19 termination of this action, and the Court shall retain jurisdiction to enforce it.

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22                   10/6/09

/S/

23 Dated: \_\_\_\_\_

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24 Honorable Suzanne H. Segal  
25 United States Magistrate District Judge  
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