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and LEROY BACA

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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11

12 J.H., by and through his Conservator,  
JENNIFER BALLESTEROS, and  
13 LOUANNE HENDERSON,

14 Plaintiffs,

15 v.

16 COUNTY OF LOS ANGELES,  
LEROY BACA, in his individual and  
17 official capacity, and DOES 1-50,  
inclusive,

18 Defendants.  
19

CASE NO. CV08-03909 DDP (CWx)

**STIPULATED PROTECTIVE  
ORDER**

20 After full consideration of the stipulation by the parties for a protective order,  
21 and FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED that:

22 1. In connection with informal or formal disclosure of documents and  
23 other materials in this action (including but not limited to those specified in  
24 Fed.R.Civ.P. 26(a)(1)(A)(ii) and 34(a)(1)(A) and (B)), and, in connection with  
25 discovery proceedings in this action, the parties may designate any document, thing,  
26 material, testimony, or other information derived therefrom, as "Confidential" under  
27 the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential  
28 information is information which has not been made public, and which contains

1 private, personal, proprietary, or otherwise sensitive information, the disclosure of  
2 which may have the effect of causing harm to the parties or other entities or persons.  
3 By designating a document, thing, material, testimony, or other information derived  
4 therefrom as "Confidential" under the terms of this Order, the party making the  
5 designation is certifying to the Court that there is a good-faith basis both in law and  
6 in fact for the designation within the meaning of Federal Rule of Civil Procedure  
7 26(g).

8 **GOOD CAUSE STATEMENT:**

9 2. Good cause exists for entry of this Order. As for defendants, they  
10 expect to produce, among other things, materials comprising incident reports and  
11 recorded interviews of inmates who witnessed the inmate-on-inmate attack on  
12 plaintiff Henderson which is the subject of this action. In these materials, the names  
13 and identifying information of the inmates who were interviewed are referenced or  
14 disclosed. Some of the inmates who were interviewed not only describe the details  
15 of what events sparked the attack and how it unfolded, but also identify one or more  
16 persons who allegedly took part in the attack. Should the information provided by  
17 these inmates and their cooperation in the investigation of the incident not be kept  
18 confidential and disclosed only within the context of this litigation as provided  
19 herein, it could pose a substantial serious risk to their personal safety and well-  
20 being, whether they remain incarcerated or not.

21 In addition, these materials contain the names and other identifying  
22 information of law enforcement personnel who responded to the attack, and who  
23 thereafter investigated the incident and interviewed inmate witnesses. Limiting  
24 disclosure of their identities to the context of this litigation as provided herein will,  
25 accordingly, further important law-enforcement objectives and interests.

26 As for plaintiffs, they expect to produce, among other things, personal  
27 medical records and bills relating to the care plaintiff Henderson received following  
28 the attack. These records and bills would contain sensitive medical and financial

1 information that plaintiffs desire to be kept confidential and disclosed only in the  
2 context of this litigation.

3           3. Confidential documents shall be so designated by stamping copies of  
4 the document or material produced by a party with the legend "CONFIDENTIAL."  
5 Stamping the legend "CONFIDENTIAL" on the cover of any multipage document  
6 or any multi-volume material, shall designate all pages of the document and all  
7 volumes of the material as confidential, unless otherwise indicated by the producing  
8 party.

9           4. Testimony taken at a deposition may be designated as Confidential by  
10 making a statement to that effect on the record at the deposition. Arrangements  
11 shall be made with the court reporter transcribing the deposition to separately bind  
12 such portions of the transcript containing information designated as Confidential,  
13 and to label such portions appropriately.

14           5. Material designated as "Confidential" under this Order, the information  
15 contained therein, and any summaries, copies, abstracts, or other documents derived  
16 in whole or in part from material designated as Confidential (hereinafter  
17 "Confidential Material") shall be used solely for the purpose of litigating this action,  
18 and for no other action or purpose.

19           6. Confidential Material produced in this action may be disclosed or made  
20 available to the following persons (hereinafter "Qualified Persons"):

21           a. Each lawyer for a party in this action, including outside and  
22 in-house lawyers and other lawyers regularly employed in their  
23 offices, and such lawyers' staff to whom it is necessary that  
24 materials be disclosed for purposes of this litigation, including  
25 paralegals, assistants, secretaries, and document clerks;

26           b. Each party, partner, officer, director, agent, or employee of a  
27 party deemed necessary by counsel to work on this action;

28           c. Independent experts or consultants retained by counsel for the

1 purpose of assisting in this litigation, including their staff to  
2 whom it is necessary that materials be disclosed for purposes  
3 of this litigation, but only to the extent necessary for such expert  
4 or consultant to perform his or her assigned tasks in connection  
5 with this litigation;

- 6 d. Any party-affiliated witness in preparation for his or her  
7 deposition or testimony at trial or a hearing in this litigation;
- 8 e. Mediators, arbitrators, or similar outside parties and their staffs  
9 enlisted by all parties to assist in the resolution of this litigation;
- 10 f. The Court and its personnel; and
- 11 g. Court reporters and stenographers employed in this action.

12 Prior to receiving any Confidential Material, Qualified Persons identified in  
13 Paragraphs 6b, 6c, 6d, and 6e above shall execute a nondisclosure agreement in the  
14 form of Attachment A, a copy of which shall be provided to counsel for each other  
15 party within ten (10) days.

16 7. The parties may further designate certain documents, materials, or  
17 testimony of a highly confidential, sensitive, or proprietary nature as  
18 "CONFIDENTIAL—ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes  
19 Only Material), which may be disclosed only to Qualified Persons identified in  
20 Paragraphs 6a, 6c, 6d, 6e, 6f, and 6g, but shall not be disclosed to Qualified Persons  
21 identified in Paragraph 6b. If disclosure of Attorney's Eyes Only Material is made,  
22 all other provisions of this Stipulation shall also apply.

23 8. Any party intending to file any material that constitutes or contains  
24 Confidential Material or Attorney's Eyes Only Material shall file it under seal in  
25 compliance with Central District Local Rule 79-5.1.

26 9. This Order shall not impose any restrictions on the use of or disclosure  
27 by a party of Confidential Material or Attorney's Eyes Only Material obtained by  
28 such party independent of discovery in this action, whether or not such material is

1 also obtained through discovery in this action, or from disclosing its own  
2 Confidential Material or Attorney's Eyes Only Material as it deems appropriate.

3 10. In the event that any Confidential Material or Attorney's Eyes Only  
4 Material is used in any court proceeding in this action, it shall not lose its  
5 confidential status through such use, and the party using such material shall take all  
6 reasonable steps to maintain its confidentiality during such use.

7 11. This Order shall be without prejudice to the right of a party (i) to bring  
8 before the Court at any time the question of whether any particular document or  
9 material is confidential or whether its use should be restricted, provided however,  
10 that such document or material shall remain confidential and its use restricted, as  
11 provided for herein, until such time as the court has ruled on the question presented,  
12 or (ii) to present a motion to the Court under Federal Rule of Civil Procedure 26(c)  
13 for a separate protective order as to any particular document, material, or  
14 information, including restrictions differing from those specified herein. This Order  
15 shall not be deemed to prejudice the parties in any way in any future application for  
16 modification of this Order.

17 12. This Order is entered solely for the purpose of facilitating the exchange  
18 of documents, material, and information between the parties to this action without  
19 involving the Court unnecessarily in the process. Neither this Order, nor the  
20 production of any document, material, or information, shall be deemed to have the  
21 effect of an admission or waiver by either party, or of altering the confidentiality or  
22 non-confidentiality of any such document, material, or information, or altering any  
23 existing obligation of any party or the absence thereof.

24 13. Within sixty (60) days after the conclusion of this action, including any  
25 appeals, a party to whom Confidential Material or Attorney's Eyes Only Material  
26 has been produced shall return all such material, including copies thereof, to the  
27 producing party.

28 14. This Order shall survive the conclusion of this action, including any

1 appeals, to the extent that information comprising or contained in Confidential  
2 Material or Attorney's Eyes Only Material does not become public. The Court shall  
3 retain jurisdiction to resolve any dispute concerning compliance with the terms and  
4 conditions of this Order, including any alleged violation thereof.

5 IT IS SO ORDERED:

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7 DATED: \_\_February 2, 2009

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HON. JUDGE CARLA WOHRLE  
United States Magistrate Judge

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**ATTACHMENT A**

**NONDISCLOSURE AGREEMENT:**

I, \_\_\_\_\_, am familiar with the terms of the foregoing Stipulated Protective Order entered in the above-captioned action, and agree to comply with and be bound by its terms and conditions, unless modified by further order of the Court. I consent to the jurisdiction of the Court for the purpose of enforcement of the Stipulated Protective Order.

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