

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

MARIA PARRA, individually, and as
successor in interest to the ESTATE OF
SERGIO ROSAS; and JOSE ROSAS,
individually, and as successor in interest to
the ESTATE OF SERGIO ROSAS

Plaintiffs,

vs.

CITY OF LOS ANGELES; JORGE
ALFARO; JACOB AVALOS; and
DOES 1-10, inclusive,

Defendants.

CASE NO. CV 09-05304 PSG (JCx)

**PROTECTIVE ORDER RE:
DISCLOSURE OF CONFIDENTIAL
MATERIALS**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

After reviewing the parties' joint Stipulation for Protective Order re: Disclosure of Confidential Materials, and finding good cause therefore, the Court hereby orders:

- 1. The parties may designate as confidential the following:
 - [A] Written and recorded statements made pursuant to LAPD's internal

1 investigation regarding this matter;

2 [B] Documents related to allegations of excessive force against the
3 defendant police officers for the five years preceding the incident in Plaintiffs'
4 complaint;

5 all of which Defendants believe might contain information of a privileged, confidential,
6 private or sensitive nature, and the public dissemination of which Defendants believe
7 jeopardize compelling interests in preserving the integrity of the Los Angeles Police
8 Department's internal investigations, both by assuring that even self-incriminating officer
9 statements can be compelled and by facilitating accurate and thorough self-critical
10 investigations by the Los Angeles Police Department without the fear of having information
11 used against the officers in court, and to protect the defendant officers' right of privacy, by
12 affixing to such document or writing a legend, such as "Confidential," "Confidential
13 Documents," "Confidential Material," "Subject to Protective Order" or words of similar
14 effect. The category of documents and other tangible things so designated, and all
15 information derived therefrom (hereinafter, collectively, "Confidential Information"), shall
16 be treated in accordance with the terms of this stipulation.

17 2. Confidential Information may be used by the persons receiving such
18 information only for the purpose of this litigation.

19 3. Subject to the further conditions imposed by this stipulation, Confidential
20 Information may be disclosed only to the following persons:

21 (a) Counsel for the parties and to experts, investigators, paralegal
22 assistants, office clerks, secretaries and other such personnel
23 working under their supervision;

24 (b) The Plaintiff in this action;

25 (c) Such other parties as may be agreed by written stipulation among
26 the parties hereto.

27 4. Prior to the disclosure of any Confidential Information to any person
28 described in paragraph 3(a), 3(b) or 3(c), counsel for the party that has received and seeks

1 to use or disclose such Confidential Information shall first provide any such person with a
2 copy of this stipulation, and shall cause him or her to execute, on a second copy which
3 counsel shall thereafter serve on the other party the following acknowledgment:

4 “I understand that I am being given access to Confidential
5 Information pursuant to the foregoing stipulation and order.

6 I have read the Order and agree to be bound by its terms
7 with respect to the handling, use and disclosure of such
8 Confidential Information.

9 Dated: _____/s/_____”

10 5. Upon the final termination of this litigation, including any appeal
11 pertaining thereto, all Confidential Information and all copies thereof shall be returned to
12 the Defendants, except as to Court personnel. All Confidential Information disclosed to any
13 person or party pursuant to any provision hereof also shall be returned to the Defendants.

14 6. If any party who receives Confidential Information receives a subpoena
15 or other request seeking Confidential Information, he, she or it shall immediately give
16 written notice to the Defendants’ counsel, identifying the Confidential Information sought
17 and the time in which production or other disclosure is required, and shall object to the
18 request or subpoena on the grounds of this stipulation so as to afford the Defendants an
19 opportunity to obtain an order barring production or other disclosure, or to otherwise
20 respond to the subpoena or other request for production or disclosure of Confidential
21 Material. Other than objecting on the grounds of this stipulation, no party shall be obligated
22 to seek an order barring production of Confidential Information, which obligation shall be
23 borne by the Defendants. However, in no event should production or disclosure be made
24 without written notice to Defendants’ counsel unless required by court order after serving
25 written notice to Defendants’ counsel.

26 7. When filing any pleadings, motions, briefs, declarations, stipulations,
27 exhibits or other written submissions to the Court in this litigation, and portions thereof
28 which contain, reflect, incorporate or refer to Confidential Information shall be filed under

