

1 DENNIS M. GONZALES, State Bar No. 59414
 2 dgonzales@lbaclaw.com
 3 RAYMOND W. SAKAI, State Bar No. 193507
 4 rsakai@lbaclaw.com
 5 LAWRENCE BEACH ALLEN & CHOI, PC
 100 West Broadway, Suite 1200
 6 Glendale, California 91210-1219
 7 Telephone No. (818) 545-1925
 8 Facsimile No. (818) 545-1937

9 Attorneys for Defendants
 10 County of Los Angeles, Sheriff Leroy D. Baca,
 11 and Fernando Luviano

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

14 MICHAEL HOLGUIN,
 15
 16 Plaintiff,
 17
 18 vs.
 19
 20 COUNTY OF LOS ANGELES, LOS
 21 ANGELES COUNTY SHERIFF'S
 22 DEPARTMENT, SHERIFF LEE
 23 BACA, DEPUTY RICO, DEPUTY
 24 FERNANDO LUVIANO, DEPUTY
 25 LASCANO, AND DOES 1-10,
 26
 27 Defendants.

Case No. CV 10-08011 GW (PLAx)
 Honorable George H. Wu
PROTECTIVE ORDER

28 Having reviewed and considered the Parties' Stipulation For Protective
 Order, good cause showing therein, IT IS SO ORDERED:

I. INTRODUCTION AND STATEMENT OF GOOD CAUSE.

1. Plaintiff. The Plaintiff is Michael Holguin ("Plaintiff").
2. County Defendants. The County Defendants are the County of Los Angeles, Sheriff Leroy D. Baca, Fernando Luviano and David Ortega ("County Defendants" and/or "Disclosing Party;" Plaintiff and Defendants are collectively

1 referred to as the “Parties”). Additionally, Plaintiff’s contemplate serving
2 Giovanni Rico as a County Defendant.

3 3. Receiving Party. The Receiving Party shall refer to all Parties
4 receiving information from the County Defendants pursuant to this protective
5 order. The Receiving Party is Plaintiff and his agents as set forth in Paragraph
6 Nos. 16 and 17.

7 4. Case Summary. This case arises from Plaintiff’s allegations that on
8 or about October 18, 2009, Los Angeles County Sheriff’s Department deputies
9 used excessive force on him while he was incarcerated in Men’s Central Jail.

10 5. Good Cause Statement. The Parties anticipate that during discovery
11 in this action they will exchange documents, items, or materials and other
12 information that contain sensitive and confidential information that derives actual
13 or potential value from not being generally known to the public and are the
14 subject of reasonable efforts to maintain their secrecy and confidentiality
15 (“Confidential Information”). Confidential Information includes third party
16 inmate information and records subject to the official information privilege, the
17 right to privacy guaranteed in Federal Constitution, First Amendment and
18 California Constitution, Article I, Section I, and various California Government,
19 Penal, and Evidence Code sections, and thus protected from disclosure.

20 6. Interests In Favor Of Protective Order. This order is necessary to
21 expedite discovery, while maintaining confidential and private information of
22 defendants, and to protect parties or persons from annoyance, embarrassment,
23 oppression, or undue burden or expense. Further, disclosure of such information
24 without a protective order may compromise the safety of third parties.

25 7. Stipulation. The Parties are entering into this Stipulated Protective
26 Order to protect against any improper disclosure or risk of circumvention of law
27 that might result from disclosure of sensitive and confidential law enforcement
28 information as described in this Order. To informally resolve this discovery

1 matter, the Parties have agreed to this stipulated protective order that carefully
2 limits the use and dissemination of the Confidential Information.

3 **II. USE AND DISSEMINATION OF THE CONFIDENTIAL**
4 **INFORMATION.**

5 8. Confidential Information. This protective order shall apply to all
6 Confidential Information, produced by the County Defendants to the Plaintiff, the
7 Receiving Party. The Confidential Information may be contained in originals and
8 copies of relevant interrogatory responses obtained from the County Defendants in
9 this matter; originals and copies of relevant documents responsive to the Plaintiff's
10 requests for production of documents obtained from the County Defendants in this
11 matter; and originals and copies of transcripts, video recordings, and audio
12 recordings of any deposition taken in this matter during which the Confidential
13 Information is used, mentioned, reviewed, discussed, or referred to. The
14 Confidential Information shall be subject to this Protective Order as follows:

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

21 10. Confidential Information Legend. All documents containing
22 Confidential Information shall be stamped "CONFIDENTIAL" or
23 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

24 11. Limitation Of Use Of Confidential Information. Attorneys for the
25 Receiving Party shall not cause or knowingly permit disclosure of the contents of
26 the Confidential Information, in any manner, including orally, beyond the
27 disclosure permitted under the terms and conditions of this Order. Any such
28

1 disclosure shall be construed as a violation of this Order, except when used for
2 purposes of this litigation as described in Paragraph Nos. 14 and 15 of this Order.

3 12. Testimony Regarding The Confidential Information. In the case of
4 depositions, any party may designate all or any portion of the deposition
5 testimony given in this litigation as Confidential Information, either orally during
6 the deposition or in writing within ten (10) business days after receipt of the
7 deposition transcript. Until expiration of the ten (10) business-day period, the
8 entire deposition shall be treated as Confidential Information. Further, to the
9 extent that Confidential Information may be identified or referred to in
10 depositions in this case, the court reporter transcribing the deposition shall sign a
11 statement as set forth in Paragraph No. 17. Any questions intended to elicit
12 testimony regarding the contents of the Confidential Information shall be
13 conducted only in the presence of persons authorized to review the Confidential
14 Information as provided in this Order. Any deposition transcript containing such
15 questions and testimony shall be subject to the same protections and precautions
16 applicable to the Confidential Information.

17 13. Inadvertent Disclosure. If the Disclosing Party inadvertently
18 produces any Confidential Information without designating it as such, it may be
19 remedied by (1) promptly notifying the other parties of the error; and (2)
20 providing a substitute copy of the Confidential Information with a proper legend.
21 In that event, the parties receiving the inadvertently produced undesignated
22 Confidential Information will: (1) return the previously produced Confidential
23 Information and destroy all copies thereof; and (2) if the party had already
24 disseminated the Confidential Information to any person, the party will notify all
25 such persons in writing of the need to return such Confidential Information and
26 not to further disseminate it.

27 14. Limitations On The Non-Litigation Use Of Confidential
28 Information. The secrecy and confidentiality of the Confidential Information

1 exchanged during discovery in this action shall be maintained, and all
2 Confidential Information exchanged will be used solely for the litigation of this
3 action entitled. No Confidential Information or copies thereof, nor any transcript,
4 quotation, paraphrase, summary, or other description containing Confidential
5 Information shall be reproduced, disseminated, or disclosed to any person or use
6 for any purpose except in accordance with this Stipulation and Order or by further
7 Order of the Court. Specifically, the Receiving Party may not use such
8 documents, records, or other information (or the contents thereof) for any other
9 purpose, including use as background material, or for inclusion in books,
10 magazines, newspapers, or other publications. The Receiving Party is prohibited
11 from placing any of the Confidential Information on the internet.

12 15. Court Filings. If necessary in the judgment of attorneys for
13 Receiving Parties, said attorneys may show or reveal the contents of the
14 Confidential Information to the court only pursuant to Local Rule 79-5.

15 16. Other Persons Authorized To Review Confidential Information. The
16 Parties' attorneys of record may be permitted to see originals and obtain copies of
17 the Confidential Information covered by this Order. Also, Defendants, including
18 officers, directors, employees, and experts thereof may be permitted to review the
19 Confidential Information. Additionally, paralegals, secretaries, expert witnesses,
20 and other individuals and entities that may be employed or retained by the
21 Receiving Party to assist in the preparation and/or the litigation of this action may
22 be permitted to see originals and obtain copies of the Confidential Information
23 covered by this Order, provided such experts and employees have first executed
24 the written statement set forth in Paragraph No. 17 below, and comply with the
25 provisions of that section.

26 17. Applicability Of Order To Other Persons. Prior to the disclosure of
27 any Confidential Information to any person described above, attorneys for the
28 Receiving Party who seeks to use or disclose such Confidential Information shall

1 first provide any such person with a copy of this Order, and shall cause him or her
2 to execute, on a second copy, which counsel shall thereafter serve on the
3 Disclosing Party the following acknowledgment:

4 “I, _____, do solemnly swear that I am
5 fully familiar with the terms of the Stipulated Protective Order
6 entered in this action and hereby agree to comply with and be bound
7 by the terms and conditions of the said Order with respect to the
8 handling, use and disclosure of each Confidential Document. I
9 understand that I may be subject to penalties for contempt of Court if
10 I violate this Order and hereby consent to the jurisdiction of said
11 Court for purposes of enforcing this Order.

12 Dated: _____ /s/_____”

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

19 18. Plaintiff’s Possession of Materials. Plaintiff may not have
20 possession of any Confidential Information, or material derived therefrom, while
21 he is incarcerated in jail or prison. Further, Plaintiff’s attorneys or agents may not
22 share any of the Defendants’ personal identification information with Plaintiff.

23 19. No waiver of objections. Nothing in this Stipulation and Order
24 constitutes any decision by the Court concerning discovery disputes or the
25 admission into evidence of any specific document or testimony or liability for
26 payment of any costs of production or reproduction of documents. This Order
27 also does not constitute a waiver by any party of any right to object to discovery
28 or admission into evidence of any document, record, testimony or other

1 information that is subject to this Order. Nor do Defendants waive any privileges,
2 including, but not limited to, the investigatory files or official information
3 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*
4 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

5 20. Subpoena for Confidential Information. In the event that the
6 Receiving Party receives a subpoena, discovery request, or other legal process
7 seeking production of Confidential Information, the Receiving Party must give
8 prompt written notice to the Disclosing Party. The Receiving Party shall inform
9 the person or entity seeking the information of the existence of this Stipulation
10 and Order and shall not produce the Confidential Information absent a Court
11 Order requiring such production.

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

15 22. Return of Confidential Information. No more than thirty (30) calendar
16 days after the conclusion of this case the Receiving Party and every other person
17 and/or entity who received originals or copies of the Confidential Information shall
18 return all originals, copies of the Confidential Information, and material derived
19 therefrom, including, but not limited to, all log(s) of persons authorized to review
20 the protected documents and the written statement(s) acknowledging the terms and
21 provisions of this Order pursuant to Paragraph No. 17 of this Order, to the
22 Disclosing Party care of:

23 Raymond W. Sakai, Esq.
24 Lawrence Beach Allen & Choi, PC
25 100 West Broadway, Suite 1200
26 Glendale, California 91210-1219;

27 Alternatively, the Receiving Party and every other person and/or entity who
28 received originals or copies of the Confidential Information may destroy all such
material and material derived therefrom within thirty (30) calendar days after the

1 conclusion of this case. Additionally, within thirty (30) calendar days after the
2 conclusion of this case, counsel for the Receiving Party shall send a signed
3 declaration stating that such material has been destroyed pursuant to this
4 protective order.

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

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

12
13
14 Dated: March 17, 2011



Honorable Paul L. Abrams
United States Magistrate Judge

15
16
17
18
19
20
21
22
23
24
25
26
27
28