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

TATIANA LOPEZ, MIGUEL  
AMARILLAS,

Plaintiffs,

vs.

COUNTY OF LOS ANGELES,  
DEPUTY F. ENRIQUEZ #459592,  
individually and as a peace officer,  
DEPUTY JAVIER MARTINEZ  
#487832, individually and as a peace  
officer, DET. S. KALASSAY #287342  
individually and as a peace officer, LT.  
CHRIS BRANUELAS individually  
and as a peace officer, DOES 1-10,

Defendants.

) **CASE NO. CV10-8926 PSG (CWx)**  
) *[Assigned to Hon. Philip S. Gutierrez,*  
) *Courtroom 880]*

) **[PROPOSED] PROTECTIVE ORDER**  
) **RE PRODUCTION OF**  
) **CONFIDENTIAL PEACE OFFICER**  
) **PERSONNEL INFORMATION AND**  
) **INTERNAL CRIMINAL**  
) **INVESTIGATIONS BUREAU**  
) **INFORMATION**

**Hon. Carla M. Woehrle**

**Complaint Filed: 11/19/10**

**Trial Date: 10/23/12**

**IT IS HEREBY ORDERED, ADJUDGED and DECREED that:**

The COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT  
("COUNTY") will produce, pursuant to the Court's Order of April 17, 2012, copies  
of Personnel Performance Index (PPI) Data Documents for Deputy Francisco  
Enriquez, Detective Scott Kalassay, Deputy Javier Martinez and Lieutenant Chris

1 Branuelas, documents deemed confidential, under California state law, i.e., personnel  
2 records of Peace Officers Francisco Enriquez, Scott Kalassay, Javier Martinez and  
3 Lieutenant Chris Branuelas. See Cal. Pen Code §§ 832.7. The documents are further  
4 produced pursuant to the privacy considerations recognized by the federal court  
5 subject to a stipulated protective order. See Kelly v. City of San Jose, 114 F.R.D.  
6 653, 656 (N.D. Cal. 1987; Miller v. Pancucci, 141 F.R.D. 292, 300 (C.D. Cal. 1992).

7 Additionally, pursuant to the Court's order of April 17, 2012, COUNTY will  
8 produce a copy of the Internal Criminal Investigations Bureau report and audio  
9 interviews related to Plaintiffs Tatiana Lopez and Miguel Amarillas. Specifically  
10 excluded from the production will be the audio interview of the Confidential  
11 Informant. A transcript of the audio interview of the Confidential Informant will be  
12 produced.

13 All documents and/or information derived from the documents produced,  
14 (collectively, "CONFIDENTIAL INFORMATION") produced by COUNTY) are the  
15 subject of this Protective Order, including the following documents:

- 16 a. each administrative, criminal, citizen personnel complaint, Internal  
17 Affairs Bureau Investigation, or Internal Criminal Investigations  
18 Bureau against Deputy Francisco Enriquez, Detective Scott Kalassay,  
19 Deputy Javier Martinez and Lieutenant Chris Branuelas concerning  
20 allegations of misconduct, in the course and scope of their duties as  
21 Los Angeles County Sheriff's Deputies produced in this litigation.
- 22 b. All information derived from the production of the PPI Data  
23 Documents.

24 2. All documents produced by the COUNTY in the categories set forth  
25 above shall be marked "CONFIDENTIAL." If the first page of any multi-page  
26 document bears this legend, then the entire document is deemed confidential, unless  
27 otherwise indicated by the producing party. The stamping of the legend  
28 "CONFIDENTIAL" is for identification purposes only, and in the event that a

1 document produced by the COUNTY pursuant this Protective Order is inadvertently  
2 not stamped with the legend “CONFIDENTIAL,” such document is still subject to  
3 the provisions of this Protective Order.

4 3. All documents produced by the COUNTY in conjunction with the  
5 Protective Order subsequent to the entry of this Protective Order shall be subject to  
6 this Protective Order, and shall be deemed CONFIDENTIAL INFORMATION.

7 4. All CONFIDENTIAL INFORMATION provided in accordance with  
8 this Order may be used for all proceedings in this matter only, including law and  
9 motion, trial and/or appeal. However, in the event that CONFIDENTIAL  
10 INFORMATION is used in any such proceedings, the party submitting the  
11 CONFIDENTIAL INFORMATION must seek an order sealing that portion of the  
12 record.

13 5. If any information and/or documents which are the subject of this  
14 Protective Order are presented to this or any other court in any other manner prior to  
15 the time of trial, said information and/or documents shall be lodged under seal,  
16 pursuant to Local Rule 79-5.1, and with an appropriate application made to United  
17 States District Judge Philip S. Gutierrez, for lodging under seal, in an envelope  
18 clearly marked as follows:

19  
20 **“CONFIDENTIAL AND MATERIAL SUBJECT TO A**  
21 **PROTECTIVE ORDER. CASE NO.: CV 10-8926 PSG**  
22 **(CW<sub>x</sub>).”**

23 6. Testimony taken at any deposition, conference, hearing, or trial may be  
24 designated as confidential by making a statement to that effect on the record at the  
25 deposition or proceeding. Arrangements shall be made by the COUNTY with the  
26 Court Reporter transcribing such proceedings to separately bind such portions of the  
27 transcript containing information designated as confidential, and to label such  
28 portions accordingly. In the event that the Court rules that the CONFIDENTIAL

1 INFORMATION is admissible, then the Court and/or jury may review said  
2 CONFIDENTIAL INFORMATION in open court in order to determine issues before  
3 the Court.

4 7. All CONFIDENTIAL INFORMATION produced in accordance with  
5 this Protective Order shall not be used in any deposition, legal proceeding, or in any  
6 other forum than the instant case, nor shall the CONFIDENTIAL INFORMATION  
7 be disseminated in any form, except by court order, or until such time as the  
8 “CONFIDENTIAL” designation is removed by agreement of counsel for the parties  
9 or by further order of this Court.

10 8. CONFIDENTIAL INFORMATION shall be viewed only by: (1) the  
11 Court and its staff; (2) counsel of record for the receiving party, including associates,  
12 clerks, and secretarial staff for such parties, (3) independent experts retained by  
13 parties (and approved by the other parties), and (4) any associates, assistants, and  
14 secretarial personnel of such experts and other persons designated by agreement of  
15 counsel for the parties, and so long as said experts have agreed in writing in advance  
16 of any disclosure of CONFIDENTIAL INFORMATION to be bound by this  
17 Protective Order. In the event that an individual does not consent to be bound by this  
18 Protective Order, no disclosure of CONFIDENTIAL INFORMATION will be made  
19 to such individual. The Court and its staff may review all matters, which pertain to  
20 the discussion of the CONFIDENTIAL INFORMATION, including law and motion  
21 matters, consistent with this confidentiality agreement in respect to the  
22 CONFIDENTIAL INFORMATION. In the event that the Court rules that the  
23 CONFIDENTIAL INFORMATION is admissible, then the Court and its staff, and/or  
24 jury may review said information in open court in order to determine issues before  
25 the Court.

26 9. CONFIDENTIAL INFORMATION produced in connection with this  
27 Protective Order shall not be disclosed, disseminated, or in any manner provided to  
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1 the media or any member of the public, unless the Court has ruled that the  
2 information may be divulged to the media and the public.

3 10. Plaintiffs' counsel may not disclose directly to the Plaintiffs, either  
4 orally or in writing, the addresses and telephone numbers of any witnesses identified  
5 in the CONFIDENTIAL INFORMATION, but may discuss with the Plaintiffs the  
6 information obtained from any investigation conducted as a result of disclosed  
7 CONFIDENTIAL INFORMATION.

8 11. In the event that any CONFIDENTIAL INFORMATION is used or  
9 referred to during the course of any court proceeding in this action, such information  
10 shall not lose its confidential status through such use.

11 12. Plaintiffs, Plaintiffs' counsel, and those individuals authorized to review  
12 the information in connection with this civil matter are expressly prohibited from  
13 duplicating, copying or otherwise distributing, disseminating, or orally disclosing any  
14 of the disclosed CONFIDENTIAL INFORMATION to any person or entity for any  
15 purpose.

16 13. Counsel for each party shall take reasonable precautions to prevent the  
17 unauthorized or inadvertent disclosure of CONFIDENTIAL INFORMATION.

18 14. In the event that the terms of this Protective Order are violated, the  
19 parties agree that the aggrieved party may immediately apply to this Court to obtain  
20 injunctive relief and monetary sanctions against any person violating or threatening  
21 to violate any of the terms of this Protective Order. This Court shall retain  
22 jurisdiction over the parties for the purpose of enforcing this Protective Order, and  
23 the Court shall have the power to modify this Protective Order at any time and to  
24 impose whatever penalties it deems appropriate for the violation of this Protective  
25 Order, including but not limited to monetary sanctions, judicial sanctions, issue  
26 preclusion, and contempt. Any such request for injunctive relief and/or monetary  
27 sanctions must be made by a properly noticed motion and pursuant to statute.  
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15. This Protective Order, and the obligations of all persons thereunder, including those relating to the disclosure and use of CONFIDENTIAL INFORMATION, shall survive the final termination of this case, whether such termination is by settlement, judgment, dismissal, appeal or otherwise, until further order of the court.

16. Upon termination of the instant case, Plaintiffs and Plaintiffs' counsel shall return any and all CONFIDENTIAL INFORMATION or information designated as confidential, including deposition transcripts, trial testimony, and/or testimony taken at any court proceeding, to the COUNTY'S attorney of record for this matter, within twenty (20) days following termination of this matter.

17. Production of all CONFIDENTIAL INFORMATION ordered disclosed by this Court shall take place on or before April 27, 2012.

**IT IS SO ORDERED.**

DATED: May 2, 2012

BY: \_\_\_\_\_/s/\_\_\_\_\_  
CARLA M. WOEHRLE  
UNITED STATES MAGISTRATE JUDGE