

HURRELL CANTRALL LLP
700 SOUTH FLOWER STREET, SUITE 900
LOS ANGELES, CALIFORNIA 90017-4121
TELEPHONE (213) 426-2000

1 Thomas C. Hurrell, State Bar No. 119876
E-Mail: thurrell@hurrellcantrall.com
2 Erica Bianco, State Bar No. 254988
E-Mail: ebianco@hurrellcantrall.com
3 Brittany Vannoy, State Bar No. 274603
E-Mail: bvannoy@hurrellcantrall.com
4 HURRELL CANTRALL LLP
700 South Flower Street, Suite 900
5 Los Angeles, California 90017-4121
Telephone: (213) 426-2000
6 Facsimile: (213) 426-2020

7 Attorneys for Defendants COUNTY OF LOS ANGELES, DEPUTY
JENNIFER PEDERSEN, and DEPUTY CHRISTOPHER CONLEY

8

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

11

12 ANGEL MENDEZ and JENNIFER
LYNN GARCIA,

13

Plaintiffs,

14

v.

15

16 LEROY D. BACA, Sheriff of Los
Angeles County Sheriff's Department,
in his official and individual capacities;
17 COUNTY OF LOS ANGELES, A
Public Entity, COUNTY OF LOS
18 ANGELES SHERIFF'S
DEPARTMENT, a government entity
19 operated by the County of Los Angeles,
and DOES 1-10, inclusive,

20

Defendants.

21

CASE NO. CV11-04771 JHN (PJWx)

**STIPULATION FOR PROTECTIVE
ORDER AND ~~PROPOSED~~
ORDER THEREON**

[Assigned to Judge Jacqueline Nguyen,
Courtroom "790"]

Trial Date: October 2, 2012

22 Subject to the approval of this Court, the parties, by and through their
23 attorneys of record, hereby stipulate for entry of the following protective order:

24 1. Plaintiff ANGEL MENDEZ has requested that Defendant County of
25 Los Angeles ("COLA") and Defendants DEPUTY CHRISTOPHER CONLEY
26 ("DEPUTY CONLEY") and DEPUTY JENNIFER PEDERSON ("DEPUTY
27 PEDERSON) (collectively, "Deputies") produce certain documents and
28 information, which COLA and/or DEPUTIES CONLEY and PEDERSON

1 contend(s) contain privileged and confidential information. Defendants anticipate
2 plaintiff JENNIFER LYNN GARCIA may also request similar information.
3 Confidential information is information which has not been made public, and which
4 contains private, personal, proprietary, or otherwise sensitive information, the
5 disclosure of which may have the effect of causing harm to the parties or other
6 entities or persons. By designating a document, thing, material, testimony, or other
7 information derived therefrom as "Confidential" under the terms of this Order, the
8 party making the designation is certifying to the Court that there is a good-faith
9 basis both in law and in fact for the designation within the meaning of Federal Rule
10 of Civil Procedure 26(c).

11 **GOOD CAUSE STATEMENT:**

12 2. Good cause exists for entry of this Order pursuant to Federal Rule of
13 Civil Procedure 26(c)(1). COLA and/or DEPUTIES CONLEY and PEDERSON
14 agree(s) to produce documents and information responsive to plaintiff's discovery
15 requests, but only under the strict circumstances and limitations of this Stipulated
16 Protective Order (hereinafter "Protective Order"), under which said documents and
17 information are kept confidential and private and with assurances that said
18 documents and information shall not be produced, copied, or disseminated to any
19 person or entity unless authorized by this Protective Order.

20 3. Agreed upon official information documents including any limited
21 prior complaints against DEPUTIES CONLEY and PEDERSON, limited
22 performance evaluations and/or training records for DEPUTIES CONLEY AND
23 PEDERSON, Internal Affairs investigation documents relevant to this matter, and
24 any COLA policies and procedures produced to plaintiffs by COLA and/or
25 DEPUTIES CONLEY and PEDERSON during the course of discovery in this
26 litigation and any subsequent reproduction thereof, as well as employee and
27 personnel records, internal affairs and administrative investigation reports and
28 materials, which COLA and/or DEPUTIES CONLEY and PEDERSON believe(s)

1 in good faith constitute or embody confidential information, personnel records
2 and/or other materials that are entitled to privileges and/or protections against
3 discovery or disclosure by the United States Constitution, First Amendment; the
4 California Constitution, Article I, Section 1; California Penal Code Sections 832.5,
5 832.7 and 832.8; California Evidence Code Sections 1040 and 1043 et. seq; the
6 Official Information Privilege; the Privacy Act of 1974, 5 U.S.C. § 552a; the right to
7 privacy; and decisional law relating to such provisions, which matter is not
8 generally known and which COLA would not voluntarily reveal to third parties and
9 therefore is entitled to heightened protection from disclosure, are to be designated as
10 "confidential material."

11 4. The parties agree that any documents or information deemed
12 confidential in this action may be used in accordance with the terms of the instant
13 protective order. Confidential material shall be used solely in connection with the
14 preparation and trial of the within case, Case No. CV11-04771 JHN (PJWx), or any
15 related appellate proceeding and not for any other purpose, including any other
16 litigation.

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

22 6. Confidential material may not be disclosed except as provided in
23 paragraph 7.

24 7. Confidential material may be disclosed only to the following persons:

- 25 (a) Counsel for any party, and any party to this litigation;
- 26 (b) Paralegal, stenographic, clerical and secretarial personnel
27 regularly employed by counsel referred to in (a);
- 28 (c) Court personnel, including stenographic reporters engaged in

1 such proceedings as are necessarily incidental to preparation for the trial of this
2 action;

3 (d) Any outside expert or consultant retained in connection with this
4 action, and not otherwise employed by either party; and

5 (e) Any "in-house" expert designated by either party to testify at
6 trial in this matter.

7 Nothing in paragraph 7 is intended to prevent officials or employees of
8 COLA or other authorized government officials from having access to the
9 documents if they would have had access in the normal course of their job duties.

10 8. Each person to whom disclosure is made, with the exception of those
11 identified in paragraph 6 who are presumed to know the contents of the protective
12 order, shall, prior to the time of disclosure, be provided a copy of this order by the
13 person furnishing him/her confidential material, and shall agree on the record or in
14 writing that he/she has read the protective order and understands its provisions. Such
15 person must also agree in writing to be subject to the jurisdiction of the District
16 Court for the Central District of California, with respect to any proceedings relating
17 to enforcement of this order, including without limitation, any proceedings for
18 contempt. Unless made on the record in this litigation, counsel making the
19 disclosure to any person described above shall retain the original executed copy of
20 said agreement until final termination of this litigation. (See Appendix "A").

21 9. Designation in conformity with this Protective Order requires: For
22 information in documentary form (apart from transcripts of depositions or other
23 pretrial or trial proceedings), COLA shall affix the legend "CONFIDENTIAL" at
24 the bottom of each page that contains protected material.

25 10. Confidential material must be stored and maintained by counsel for
26 plaintiffs at a location and in a secure manner that ensures that access is limited to
27 the persons authorized under this Protective Order. Confidential material shall be
28 clearly marked by counsel for plaintiffs and maintained by counsel for plaintiffs

1 with the following or similar legend recorded upon it in a way that brings its
2 attention to a reasonable examiner:

3 CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE
4 TERMS AND CONDITIONS OF A PROTECTIVE ORDER, CASE NUMBER
5 CV11-04771 JHN (PJWx).

6 11. Each person to whom disclosure is made shall not duplicate any
7 confidential information except for working copies and for filing with the Court.

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

13 13. Any party intending to submit to the court any documents covered by
14 this Protective Order shall file a motion under Local Rule 79-5 requesting
15 permission to file them under seal.

16 14. In the event that any confidential material is used in any court
17 proceeding in this action, it shall not lose its confidential status through such use,
18 and the party using such material shall take all reasonable steps to maintain its
19 confidentiality during such use.

20 15. At the conclusion of the trial and of any appeal or upon termination of
21 this litigation, all confidential material received under the provisions of this order
22 shall be destroyed or, if appropriate, returned to COLA, and counsel for plaintiff
23 shall confirm such actions in writing to COLA.

24 16. If plaintiffs are served with a subpoena or an order issued in other
25 litigation that would compel disclosure of any information or items designated in
26 this action as "confidential," plaintiffs must so notify COLA, in writing (by fax, if
27 possible) immediately and in no event more than three (3) court days after receiving
28 the subpoena or order. Such notification must include a copy of the subpoena or

1 court order.

2 17. If plaintiffs learn that, by inadvertence or otherwise, it has disclosed
3 confidential material to any person or in any circumstance not authorized under this
4 Protective Order, plaintiffs must immediately (a) notify COLA of the unauthorized
5 disclosures in writing, (b) use its best efforts to retrieve all copies of the confidential
6 material, (c) inform the person or persons to whom unauthorized disclosures were
7 made of all the terms of this Order, and (d) request such person or persons to
8 execute the Confidentiality Agreement ("Appendix "A").

9 18. Nothing in this Protective Order shall be construed in any way to
10 control the use, dissemination, publication or disposition by COLA of the
11 confidential information. Nothing in this Protective Order shall be construed as a
12 waiver of any privilege (including work product) that may be applicable to any
13 document or information. Further, by stipulating to the entry of this Protective
14 Order, COLA and/or DEPUTIES CONLEY and PEDERSON do(es) not waive any
15 right they otherwise would have to object to disclosing or producing any
16 information or item on any ground not addressed in this Protective Order. Similarly,
17 COLA and/or DEPUTIES CONLEY and PEDERSON do(es) not waive any right to
18 object on any ground for use as evidence of any of the material covered by this
19 Protective Order.

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

28 20. The Court shall have jurisdiction over the parties, their counsel and all

1 persons to whom confidential information has been disclosed for the purpose of
2 enforcing terms of this Protective Order, redressing any violation thereof, and
3 amending or modifying the terms as the Court may deem appropriate.

4 21. The foregoing is without prejudice to the right of any party:

5 (a) To apply to the Court for a further protective order relating to
6 confidential material or relating to discovery in this litigation;

7 (b) To apply to the Court for an order removing the confidential
8 material designation from any documents; and

9 (c) To apply to the Court for an order compelling production of
10 documents or modification of this order or for any order permitting disclosure of
11 confidential material beyond the terms of this order.

12 22. Nothing in this Protective Order abridges the right of any person to
13 seek its modification by the Court in the future.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

HURRELL CANTRALL LLP
700 SOUTH FLOWER STREET, SUITE 900
LOS ANGELES, CALIFORNIA 90017-4121
TELEPHONE (213) 426-2000

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

23. This Protective Order may be executed in counterparts.

IT IS SO STIPULATED AND AGREED.

DATED: April 19, 2012

HURRELL CANTRALL LLP

By: /S/ Brittany L. Vannoy
THOMAS C. HURRELL
ERICA BIANCO
BRITTANY L. VANNOY
Attorneys for Defendants COUNTY OF
LOS ANGELES, DEPUTY JENNIFER
PEDERSEN, and DEPUTY
CHRISTOPHER CONLEY

DATED: April 19, 2012

LAW OFFICES OF DAVID DREXLER

By: /S/ David Drexler
DAVID DREXLER
JONATHAN A. DREXLER
MICHAEL H. LEFF
Attorneys for Plaintiffs ANGEL
MENDEZ and JENNIFER LYNN
GARCIA

IT IS SO ORDERED:

DATED: 4/23, 2012

Patrick J. Walsh
HON. JUDGE PATRICK J. WALSH
United States Magistrate Judge

HURRELL CANTRALL LLP
700 SOUTH FLOWER STREET, SUITE 900
LOS ANGELES, CALIFORNIA 90017-4121
TELEPHONE (213) 426-2000

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

APPENDIX "A"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I have read and understand the Stipulation for Protective Order and Protective Order of the United States District Court, Central District of California, entered on the ____ day of _____, 2012, in the case of Mendez, et al. v. County of Los Angeles, et al., Case No. CV11-04771 JHN (PJWx). A copy of the Stipulation for Protective Order and Protective Order has been delivered to me with my copy of this Acknowledgement and Agreement to Be Bound (hereinafter "Confidentiality Agreement"). I agree to be bound by all the terms of this Confidentiality Agreement.

I further agree to be bound by all the terms of the Stipulation for Protective Order and Protective Order and hereby agree not to use or disclose the confidential information or material (as defined by that Order) disclosed to me, except for purposes of this litigation as required by the Stipulation for Protective Order and Protective Order. I further agree and attest to my understanding that a breach of this Confidentiality Agreement may be directly actionable, at law and equity, and may constitute a violation of the Stipulation for Protective Order and Protective Order, and I further agree that in the event I fail to abide by the terms of the Stipulation for Protective Order and Protective Order, or if I disclose or make use of any confidential information acquired during this litigation, I may be subject to civil sanctions, including sanctions by way of contempt of court, imposed by the Court for such failure. I further agree to submit to the jurisdiction of the United States District Court, Central District of California for the purpose of enforcing the terms

///
///
///
///

1 of this Confidentiality Agreement and Protective Order, even if such enforcement
2 proceedings occur after termination of this action.

3

4 Dated:

5

Signature

6

7

8

Name (Printed)

9

10

11

Street Address

12

13

14

City State Zip

15

16

17

Occupation or Business

18

19

20

21

22

23

24

25

26

27

28