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

10 JENNIE SANTILLAN,)
11)
Plaintiff,)
12 vs.)
13)
14 CITY OF LOS ANGELES, a public)
entity; COUNTY OF LOS ANGELES, a)
15 public entity,)
16 *Defendants.*)

Case No. CV11-07859 GAF (SHx)
Hon. Gary A. Feess- Ctrm. 740 Roybal
Hon. Mag. Stephen J. Hillman - Ctrm.550 Roybal

**PROTECTIVE ORDER
REGARDING DISCLOSURE OF
CONFIDENTIAL INFORMATION**

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19 Whereas counsel for the parties have discussed the mutual exchange of documents in this
20 litigation, Defendants, through their counsel of record, have agreed to produce certain
21 confidential information in this litigation, and therefore, the parties have stipulated to the
22 following terms and conditions, the Court hereby orders as follows:

- 23 1. Defendants (hereinafter “Disclosing Party(ies)”) may designate as
24 confidential any personnel files, Internal Affairs documents or any other document or
25 writing that they, in good faith, believe is protected from disclosure within the meaning
26 of FRCivP 26(g), in that they believe the document contains confidential or private
27 information. Such documents may be classified as subject to this protective order by
28 marking each document or writing with a watermark, such as “Confidential,”

1 “Confidential Documents,” “Confidential Material,” “Subject to Protective Order,” or
2 words of a similar effect. Documents and writings so designated, and all privileged
3 information derived therefrom [hereinafter collectively referred to as “Confidential
4 Information”], shall be treated in accordance with the terms of this Stipulation. In
5 making this designation, the Disclosing Parties are also representing that no portion of the
6 document is segregable and, therefore, subject to production without restriction as
7 “Confidential.”

8 2. Confidential Information may be used by the persons receiving such
9 information [hereinafter “Receiving Party(ies)”] only for the purpose of litigation of this
10 case, and for such other purposes as permitted by law.

11 3. Subject to the further conditions imposed by this Stipulation, the
12 Confidential Information may only be disclosed to the Court and to the following
13 “qualified” persons:

- 14 (a) Counsel of record for the parties to this civil litigation;
- 15 (b) Defendants City of Los Angeles and Los Angeles Police Department;
- 16 (c) Attorneys, paralegals, law clerks, stenographic, clerical and secretarial
17 personnel who are employees in the offices of counsel referred to in subparagraph (a);
- 18 (d) Parties to the litigation;
- 19 (e) Expert witnesses consulted and/or retained for this action; and
- 20 (f) The judge and court personnel, including stenographic reporters.

21 4. Prior to the disclosure of any Confidential Information to any person
22 described in paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to use
23 or disclose such Confidential Information shall first provide a copy of this Stipulation and
24 have the individual to whom the Receiving Party intends to disclose said Confidential
25 Information sign the Nondisclosure Agreement set forth in Attachment “A”, stating that
26 the person has received and read a copy of the Stipulation and understands that s/he is
27 bound by the terms of the Stipulation.

28 5. Unless made on the record in this litigation, counsel making the disclosure to

1 any qualified person described herein shall retain the original executed copy of the
2 Nondisclosure Agreements until thirty (30) days after this litigation has become final,
3 including any appellate review, and monitoring of an injunction. Counsel for the
4 Receiving Party shall maintain all signed Nondisclosure Agreements and shall produce
5 the original signature page upon reasonable written notice from opposing counsel. If an
6 issue arises regarding a purported unauthorized disclosure of Confidential Information,
7 upon noticed motion of contempt filed by the Disclosing Parties, counsel for the
8 Receiving Party may be required to file the signed Nondisclosure Agreements, as well as
9 a list of the disclosed documents, in camera with the Court having jurisdiction of the
10 Stipulation.

11 6. The court reporter, videographer, and audiographer, if any, who record all or
12 part of the depositions in this matter of Defendants City of Los Angeles and Los Angeles
13 Police Department, or any other current or former employee of the Los Angeles Police
14 Department shall be subject to this Order. In preparing the original deposition videotape,
15 audiotape, or portions thereof, any copies thereof, or portions of copies thereof, all
16 documents designated as “Confidential Information,” and all testimony involving
17 information derived from such “Confidential” documents shall be segregated from the
18 rest of the deposition. No copies of such segregated “Confidential Information” portions
19 of the materials described above shall be provided to any persons other than those
20 persons identified in paragraph 3. Nothing in this agreement is intended to limit the
21 rights of third parties to obtain such Confidential Information through discovery and
22 subpoena power in other proceedings, subject to a motion for a protective order filed in
23 those proceedings by the party seeking to prevent disclosure of the Confidential
24 Information.

25 7. If any “Confidential Information” documents or testimony derived from
26 such documents occurs at a deposition, those attending such portions of the depositions
27 shall be bound by this Order and, therefore, shall not disclose to any person or entity, in
28 any manner, including orally, any statements made by Defendants City of Los Angeles

1 and Los Angeles Police Department, or any other current or former employee of the Los
2 Angeles Police Department during the “Confidential” sections of said depositions.

3 8. Upon final termination of this litigation, including any appeal pertaining
4 thereto, all documents still classified as Confidential Information at that time, and all
5 copies thereof, including copies provided to any qualified person in paragraph 3 herein
6 above, shall be returned to the Disclosing Party within thirty (30) days.

7 9. If any Receiving Party who receives Confidential Information is served with
8 a subpoena or other request seeking Confidential Information, s/he or it shall immediately
9 give written notice to counsel for the Disclosing Parties, identifying the Confidential
10 Information sought and the time in which production or other disclosure is required.
11 Such notice shall be given sufficiently in advance of the date for production or other
12 disclosure so that the Disclosing Parties have the opportunity to obtain an order barring
13 production or other disclosure, or to otherwise respond to the subpoena or other request
14 for production or disclosure of Confidential Information. However, in no event should
15 production or disclosure be made without prior written approval by the Disclosing
16 Party’s Counsel unless required by court order arising from a motion to compel
17 production or disclosure of Confidential Information.

18 10. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other
19 written submissions to the Court in this litigation which contain or incorporate
20 Confidential Information shall be filed and maintained under Local Rule 79-5, which
21 governs the filing of documents under seal. Any other pleadings, motions, briefs,
22 declarations, stipulations, exhibits or other written submissions that refer but do not
23 contain or incorporate Confidential Information, shall designate the particular aspects that
24 are confidential so as to enable the Court, in drafting presumptively public orders relating
25 to these filings under seal, to determine whether there is evidence which the Court should
26 attempt not to disclose. If any papers to be filed with the Court contain protected
27 information, the proposed filing shall be accompanied by an application to file the papers
28 or the portion thereof containing the protected information, under seal and that the

1 application shall be directed to the judge to whom the papers are directed. Pending the
2 ruling on the application, the papers or portions thereof subject to the sealing application
3 shall be lodged under seal.

4 11. Counsel for the parties agree to request that any motions, applications or
5 other pre-trial proceedings which would entail the disclosure of Confidential Information
6 be heard by the Court in a manner that would preserve the confidential nature of the
7 information, unless having heard opposition from counsel to such a process, the court
8 orders otherwise. The terms of this agreement do not apply to evidence presented at trial.
9 Any party seeking to limit the introduction of Confidential Information at trial shall take
10 the matter up with the judicial officer conducting the proceeding at the appropriate time.

11 12. Nothing herein shall prejudice any party's rights to object to the introduction
12 of any Confidential Information into evidence on grounds including, but not limited to,
13 relevance and privilege.

14 13. At any time after receipt of documents labeled as Confidential Information,
15 the Receiving Parties may provide the Disclosing Parties with a written objection to the
16 classification of specific documents as prohibited from disclosure under this protective
17 order and the basis for the Receiving Parties' objection. The Disclosing Party shall,
18 within 30 days of receipt of the written notice, advise the counsel for the Receiving
19 Parties whether the Disclosing Party intends to seek an order from the Court retaining the
20 documents within the Protective Order. The counsel for the Receiving Parties must,
21 upon receipt of such written notice, continue to treat the documents as Confidential
22 Information until such time as the Court issues a ruling on the Disclosing Parties' motion
23 to maintain the confidentiality of said documents. Notwithstanding the foregoing, any
24 party bound by this Stipulation who contests the confidential nature of documents
25 produced pursuant to this Stipulation may move the Court for an order to have the
26 documents removed from the protective order and to have the documents declared not
27 confidential, or otherwise move to modify the Stipulation as to some or all of the
28 documents. These procedures are in addition to, and not in lieu of compliance with

1 Local Rule 37-1, et seq. relating to discovery motions.

2 14. Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary sanctions.

4 15. Any procedures specified above in this Protective Order are in addition to,
5 and not in lieu of, compliance with the local rules regarding discovery motions.

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7 **IT IS SO ORDERED:**

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9 Dated: September 10, 2012

By:

HONORABLE STEPHEN J. HILLMAN
UNITED STATES MAGISTRATE JUDGE

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