

1 Jeremy D. Matz - State Bar No. 199401
 jmatz@birdmarella.com
 2 Kimberley M. Miller - State Bar No. 260280
 kmiller@birdmarella.com
 3 BIRD, MARELLA, BOXER, WOLPERT, NESSIM,
 DROOKS, LINCENBERG & RHOW, P.C.
 4 1875 Century Park East, 23rd Floor
 Los Angeles, California 90067-2561
 5 Telephone: (310) 201-2100
 Facsimile: (310) 201-2110

6 Mary C. Wickham – State Bar No. 145664
 mwickham@counsel.lacounty.gov
 7 Rodrigo A. Castro-Silva – State Bar No. 185251
 rcastro-silva@counsel.lacounty.gov
 8 Amie S. Park – State Bar No. 273346
 apark@counsel.lacounty.gov

9 OFFICE OF THE COUNTY COUNSEL
 10 Kenneth Hahn Hall of Administration
 500 West Temple Street, #648
 11 Los Angeles, California 90012-2713
 Telephone: (213) 974-1804
 12 Facsimile: (213) 626-7446

13 Attorneys for Defendant
 Los Angeles County
 14 Sheriff Jim McDonnell

15 **UNITED STATES DISTRICT COURT**

16 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

18 ALEX ROSAS and JONATHAN
 GOODWIN on behalf of themselves
 19 and all others similarly situated,

20 Plaintiffs,

21 vs.

22 JIM MCDONNELL, Sheriff of Los
 Angeles County, in his official capacity,

23 Defendant.
 24

CASE NO. CV 12-00428 DDP (MRW)

**STIPULATED PROTECTIVE
 ORDER REGARDING CLASS
 COUNSEL'S ACCESS TO
 DOCUMENTS**

Courtroom 9C

Assigned to Hon. Dean D. Pregerson

25 WHEREAS, the Parties executed a Settlement Agreement and Release of
 26 Claims (the "Settlement Agreement"), which was filed with the Court on January 6,
 27 2015 (Dkt. No. 110) and approved by the Court on April 21, 2015 (Dkt. No. 135)
 28 after a fairness hearing;

1 WHEREAS, “Class Counsel” represent the Plaintiff Class and are defined in
2 the Settlement Agreement as the American Civil Liberties Union, the ACLU
3 Foundation of Southern California, and Paul Hastings, LLP;

4 WHEREAS, pursuant to Section II of the Settlement Agreement, the Court
5 appointed a three-member Panel of Monitors (the “Panel”) to develop a corrective
6 action plan (the “Implementation Plan”, also sometimes known as the “Action
7 Plan”) “designed to ensure that the Plaintiff Class are not subjected to excessive
8 force in the Jail Complex in downtown Los Angeles” and authorized the Panel “to
9 monitor and advise the Court on Defendant’s compliance with the Action Plan”;

10 WHEREAS, Section VI of the Settlement Agreement provides in full that:

11 On reasonable notice, Class Counsel will have reasonable access to the Jail
12 Complex in downtown Los Angeles, including without limitation staff,
13 inmates, and documents, for inspection to evaluate compliance with the
14 Action Plan. Class Counsel shall provide Defendant’s counsel with 10 days’
15 notice before any document request and 4 days’ notice before any on-site
16 inspection. Defendant’s counsel shall have the right to be present for any
17 jail inspection and/or discussion with Sheriff’s Department personnel.
18 Defendant reserves the right to object, whether on privilege grounds or
19 otherwise, to any document request made by Class Counsel. The Parties
20 agree to negotiate in good faith to resolve any disputes concerning
21 objections to document requests from Class Counsel and if the dispute
22 cannot be resolved, to submit the issue to the Court for resolution. Any
23 information or documents obtained by Class Counsel under this section may
24 be used solely for purposes of this action and may not be used in any other
25 action for any purpose. Nothing in this section shall restrict monitoring
26 activities by the ACLU (such as readily available access to Title 15 logs) in
27 *Rutherford v. Scott*, Case No. CV 75-04111-DDP.

23 WHEREAS, in 2016, Class Counsel made various document requests
24 pursuant to Section VI of the Settlement Agreement;

25 WHEREAS, Defendant objected and continues to object to Class Counsel’s
26 document requests on various grounds;

27 WHEREAS, the parties met and conferred regarding Class Counsel’s
28 document requests for more than a year to determine which, if any, documents

1 requested by Class Counsel would be produced by Defendant pursuant to Section VI
2 of the Settlement Agreement;

3 WHEREAS, Defendant provided written policies in response to several of
4 Class Counsel's requests for documents;

5 WHEREAS, on September 18, 2017, Class Counsel filed a Notice of Motion
6 and Motion To Enforce Settlement Agreement ("Motion to Enforce") (Dkt. No.
7 152), seeking a Court order requiring Defendant to produce the documents requested
8 by Class Counsel;

9 WHEREAS, on February 16, 2018, Defendant filed an Opposition to the
10 Motion to Enforce (Dkt. No. 179);

11 WHEREAS, on February 23, 2018, Class Counsel filed a Reply in Support of
12 the Motion to Enforce (Dkt. No. 180);

13 WHEREAS, in an effort to avoid additional time and expense, the parties
14 have engaged in a further, lengthy meet and confer process to resolve this dispute
15 without more litigation;

16 WHEREAS, subject to the terms, conditions, limitations, and restrictions set
17 forth below, Defendant has agreed to give Class Counsel access to certain
18 documents, materials, and information, without conceding that Class Counsel are
19 entitled to those documents, materials, or information under the Settlement
20 Agreement or otherwise;

21 WHEREAS, Plaintiffs have agreed to accept these documents, materials, and
22 information under the terms set forth herein, while reserving their right under the
23 terms of the Settlement Agreement to seek additional documents, materials, and
24 information (including video footage) beyond the documents, materials, and
25 information to be produced or made available to Class Counsel pursuant to this
26 Protective Order;

27 WHEREAS, Defendant reserves his right under the terms of the Settlement
28 Agreement to object to any requests or demands by Class Counsel or by Plaintiffs

1 for any additional documents, materials, and information (including video footage)
2 beyond those to be produced or made available to Class Counsel pursuant to this
3 Protective Order;

4 WHEREAS, the Parties having stipulated and good cause appearing:

5 IT IS HEREBY ORDERED THAT:

6 **I. INTRODUCTION AND STATEMENT OF GOOD CAUSE**

7 **A. Plaintiffs**

8 Plaintiffs are Alex Rosas and Jonathan Goodwin on behalf of themselves and
9 unnamed class members, defined as “all present and future inmates confined in the
10 Jail Complex in downtown Los Angeles,” pursuant to Federal Rule of Civil
11 Procedure 23(b)(2) (collectively, the “Plaintiffs”).

12 **B. Defendant**

13 The defendant in this action is Los Angeles County Sheriff Jim McDonnell, in
14 his official capacity (“Defendant”).

15 **C. Statement of Good Cause**

16 Good cause exists for entry of this Protective Order. Defendant has produced
17 and continues to produce confidential and privileged information to the Panel
18 pursuant to the Settlement Agreement. Defendant’s position is that portions of this
19 information are protected by privileges including, but not limited to, the
20 investigatory files privilege, the official information privilege, and privacy rights
21 including, but not limited to, rights under the Health Insurance Portability and
22 Accountability Act (“HIPAA”). Class Counsel do not concede the applicability of
23 any such privilege to any information produced to the Panel. Limiting the
24 disclosure of these documents to the context of this litigation, as provided herein,
25 and as required by Section VI of the Settlement Agreement, will protect the
26 privileges and privacy rights of the Defendant and of Los Angeles County Sheriff’s
27 Department (“LASD”) employees, and of the Plaintiff Class, although Class
28 Counsel do not concede the applicability of any such privilege or privacy right to

1 any information produced to the Panel.

2 In an effort to resolve their dispute concerning which documents Defendant
3 shall make available pursuant to Section VI of the Settlement Agreement and
4 Plaintiffs' pending requests, Defendant has proposed, and Plaintiffs have agreed,
5 that subject to the terms, conditions, limitations, and restrictions set forth below,
6 Defendant shall grant Class Counsel access to certain documents and materials,
7 without conceding that Class Counsel are entitled to those documents or materials
8 under the Settlement Agreement or otherwise. Class Counsel do not concede that
9 their access pursuant to Section VI of the Settlement Agreement is limited to the
10 terms, conditions, limitations, and restrictions set forth below. Both parties agree to
11 abide and to be bound by the terms of this Protective Order.

12 **II. DEFINITIONS**

13 **A. Party**

14 "Party" means any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and legal counsel (and their support staff).

16 **B. Confidential Information**

17 "Confidential Information" means all information (regardless of how
18 generated, stored, maintained, produced, or made available) that is produced or
19 made available to Class Counsel by Defendant pursuant to and following the Court's
20 entry of this Protective Order. Defendant need not stamp any information
21 "CONFIDENTIAL," or otherwise use any particular legend or designation, prior to
22 producing or making available any such information to Class Counsel. All
23 information produced or made available to Class Counsel by Defendant pursuant to
24 and following the Court's entry of this Protective Order shall receive all protections
25 provided by this Protective Order, and shall be subject to all terms, conditions,
26 limitations, and restrictions set forth in this Protective Order. Class Counsel do not
27 concede the applicability of any privilege or privacy right to the Confidential
28 Information produced pursuant to this Protective Order.

1 **C. Class Counsel**

2 “Class Counsel” means the American Civil Liberties Union, the ACLU
3 Foundation of Southern California, Paul Hastings LLP, and their non-attorney
4 employees, non-attorney consultants, retained experts, and legal counsel (and their
5 support staff) who are in compliance with Section V(D) of this Protective Order.

6 **D. Privilege**

7 For purposes of this Protective Order, “privilege” shall mean the attorney-
8 client privilege, the attorney-work product doctrine, the official information
9 privilege, and any other privilege or doctrine that may apply to Confidential
10 Information.

11 **III. SCOPE**

12 The terms, conditions, limitations, and restrictions imposed by this Protective
13 Order cover not only Confidential Information but also any information copied or
14 extracted therefrom, as well as all copies, excerpts, summaries, notes, audio files, or
15 compilations thereof. The terms, conditions, limitations, and restrictions imposed
16 by this Protective Order also cover testimony, conversations, or presentations by
17 Parties or their counsel that might reveal Confidential Information to persons other
18 than Defendant or Class Counsel. However, the terms, conditions, limitations, and
19 restrictions imposed by this Protective Order do not cover any information known to
20 Class Counsel prior to entry of this Protective Order or obtained by Class Counsel
21 after entry of this Protective Order from a source who obtained the information
22 lawfully and under no obligation of confidentiality to the Defendant. Both Class
23 Counsel and Defendant reserve their rights to contend that this Protective Order
24 does or does not supersede or modify the Settlement Agreement, and neither Class
25 Counsel nor Defendant shall be deemed to have taken any position, or made any
26 agreement or concession, or assented in any way, on that issue merely by virtue of
27 stipulating to the entry of this Protective Order. All Parties agree and stipulate that
28 this Protective Order has no effect on existing rights and obligations of the Parties

1 except as expressly set forth herein.

2 **IV. DURATION**

3 The duties and obligations imposed by this Protective Order shall remain in
4 effect for all time unless and until Defendant agrees otherwise in writing or the
5 Court otherwise orders.

6 **V. PRODUCTION, REVIEW, AND USE OF CONFIDENTIAL**
7 **INFORMATION**

8 **A. Documents And Materials To Be Produced Or Made Available To**
9 **Class Counsel By Defendant**

10 **1. Force Synopses**

11 Defendant has been providing the Panel with a cumulative Force Synopsis for
12 each force incident in the Downtown Jail Complex beginning January 1, 2017. The
13 Force Synopses that have been and will be produced to the Panel include
14 information relating to (a) force incidents as to which Defendant's investigation is
15 still in progress, and also (b) force incidents as to which Defendant's investigation is
16 completed.

17 Pursuant to this Protective Order, Defendant shall produce to Class Counsel
18 the same Force Synopses that have been or will be produced to the Panel, with the
19 exception set forth below, via an on-line, cloud-based database system of
20 Defendant's choosing ("the database system"). The Force Synopses produced to
21 Class Counsel via the database system will include information relating only to
22 force incidents as to which Defendant's investigation is completed. Class Counsel
23 may access the database system from their own offices and residences, but not from
24 other locations. If Class Counsel wish to review the same Force Synopses that have
25 been or will be produced to the Panel, including information relating to force
26 incidents as to which Defendant's investigation is still in progress, Class Counsel
27 may do so in person at the offices of Panel member Richard E. Drooyan. Class
28 Counsel may discuss the contents of the Force Synopses with any other member of

1 Class Counsel who is authorized to review Confidential Information, and may do so
2 in any format, including, but not limited to, email, text message, telephone
3 conversation, VOIP, written correspondence, and verbal communication. Class
4 Counsel may copy, download, photograph, email, publish, take screenshots of, or
5 otherwise reproduce or memorialize any contents of any Force Synopses, but only
6 for the following three purposes: (1) to communicate with other members of Class
7 Counsel who are authorized to review Confidential Information, (2) to communicate
8 with the Panel, or (3) to file relevant documents with the Court in this litigation
9 pursuant to the filing procedures set forth in Section V(F) of this Protective Order.
10 During any in-person review of any Force Synopsis at Mr. Drooyan's office, Class
11 Counsel may take notes of any such Force Synopsis, but shall not download,
12 photograph, or take screenshots of any such Force Synopsis. Each Force Synopsis
13 shall be produced to Class Counsel via the database system for a period of 120 days
14 commencing from the date that such Force Synopsis is uploaded to the database
15 system. All productions of Force Synopses to Class Counsel shall be subject to the
16 terms, conditions, limitations, and restrictions contained in this Protective Order.

17 **2. Force Packages**

18 Defendant has also been providing the Panel with documents ("Force
19 Packages") relating to force incidents selected by the Panel for review.

20 Pursuant to this Protective Order, Defendant shall produce to Class Counsel
21 the same Force Packages that have been or will be produced to the Panel.
22 Defendant shall produce these Force Packages to Class Counsel via the database
23 system. Video footage contained within those Force Packages shall be produced
24 pursuant to the provisions, procedures, and limitations set forth in Section V(A)(4)
25 of this Protective Order. Class Counsel may access the database system from their
26 own offices and residences, but not from other locations. Class Counsel may
27 discuss the contents of the Force Packages with any other member of Class Counsel
28 who is authorized to review Confidential Information, and may do so in any format,

1 including, but not limited to, email, text message, telephone conversation, VOIP,
2 written correspondence, and verbal communication. Class Counsel may copy,
3 download, photograph, email, publish, take screenshots of, or otherwise reproduce
4 or memorialize any contents of any Force Packages, but only for the following three
5 purposes: (1) to communicate with other members of Class Counsel who are
6 authorized to review Confidential Information, (2) to communicate with the Panel,
7 or (3) to file relevant documents with the Court in this litigation pursuant to the
8 filing procedures set forth in Section V(F) of this Protective Order. Each Force
9 Package shall be produced to Class Counsel via the database system for a period of
10 120 days commencing from the date that such Force Package is uploaded to the
11 database system. All productions of Force Packages to Class Counsel shall be
12 subject to the terms, conditions, limitations, and restrictions contained in this
13 Protective Order.

14 **3. Additional Documents Produced To The Panel**

15 As requested by the Panel, Defendant has produced and will continue to
16 produce other documents to the Panel (in addition to the Force Synopses and Force
17 Packages) for the purpose of the Panel’s assessment and determination of
18 Defendant’s compliance with the Implementation Plan (“Panel Documents”).
19 Pursuant to this Protective Order, Defendant shall produce to Class Counsel the
20 same Panel Documents that have been or will be produced to the Panel beginning in
21 November 2016 and ending with the last Panel Documents that Defendant ever
22 produces to the Panel. Defendant shall produce the Panel Documents to Class
23 Counsel via the database system. Class Counsel may access the database system
24 from their own offices and residences, but not from other locations. Class Counsel
25 may discuss the contents of the Panel Documents with any other member of Class
26 Counsel who is authorized to review Confidential Information, and may do so in any
27 format, including, but not limited to, email, text message, telephone conversation,
28 VOIP, written correspondence, and verbal communication. Class Counsel may

1 copy, download, photograph, email, publish, take screenshots of, or otherwise
2 reproduce or memorialize any contents of any Panel Documents, but only for the
3 following three purposes: (1) to communicate with other members of Class Counsel
4 who are authorized to review Confidential Information, (2) to communicate with the
5 Panel, or (3) to file relevant documents with the Court in this litigation pursuant to
6 the filing procedures set forth in Section V(F) of this Protective Order. Each Panel
7 Document shall be produced to Class Counsel via the database system for a period
8 of 120 days commencing from the date that such Panel Document is uploaded to the
9 database system. All productions of Panel Documents to Class Counsel shall be
10 subject to the terms, conditions, limitations, and restrictions contained in this
11 Protective Order.

12 **4. Video**

13 Pursuant to this Protective Order, Defendant shall produce to Class Counsel
14 video footage associated with the Force Packages and Panel Documents that have
15 been or will be produced to the Panel as described in Sections V(A)(2) and V(A)(3)
16 of this Protective Order. Defendant shall produce such video footage to Class
17 Counsel via the database system. With regard to incidents as to which video is
18 produced via the database system, Class Counsel and Defendant understand and
19 agree that Defendant may (1) produce or make available to Class Counsel via the
20 database system only one camera angle recording of each such incident, and (2)
21 redact that camera angle recording as provided in Section V(B) of this Protective
22 Order.

23 Class Counsel may access the database system from their own offices and
24 residences, but not from other locations. Class Counsel may discuss the video
25 footage with any other member of Class Counsel who is authorized to review
26 Confidential Information, and may do so in any format, including, but not limited to,
27 email, text message, telephone conversation, VOIP, written correspondence, and
28 verbal communication. Class Counsel may copy, download, photograph, email,

1 publish, take screenshots of, or otherwise reproduce or memorialize any video
2 footage, but only for the following three purposes: (1) to communicate with other
3 members of Class Counsel who are authorized to review Confidential Information,
4 (2) to communicate with the Panel, or (3) to file relevant documents with the Court
5 in this litigation pursuant to the filing procedures set forth in Section V(F) of this
6 Protective Order. All video footage described in this Section V(A)(4) shall be
7 produced to Class Counsel via the database system for a period of 120 days
8 commencing from the date that such video footage is uploaded to the database
9 system. All productions of video footage to Class Counsel shall be subject to the
10 terms, conditions, limitations, and restrictions contained in this Protective Order.

11 Class Counsel may request to view video footage described in this Section
12 V(A)(4) (*i.e.*, the video footage associated with the Force Packages and Panel
13 Documents that have been or will be produced to the Panel as described in Sections
14 V(A)(2) and V(A)(3) of this Protective Order) pursuant to the notice period
15 provided in Section VI of the Settlement Agreement (*i.e.*, ten days). This includes
16 requests for unredacted video footage and additional camera angle recordings of the
17 same incidents as to which a single camera angle recording was produced via the
18 database system. If, upon receiving notice and a request from Class Counsel to view
19 video footage, Defendant determines that additional time is needed to locate and
20 prepare the requested footage for viewing, Defendant may have up to twenty
21 additional days to do so, for a total of thirty days from Class Counsel's initial notice
22 and request. Defendant must promptly notify Class Counsel if Defendant will not
23 be able to make the requested footage available for viewing within ten days of Class
24 Counsel's initial notice and request. Defendant shall permit Class Counsel to view
25 all video footage requested by Class Counsel and within the scope of this Section
26 V(A)(4) (*i.e.*, the video footage associated with the Force Packages and Panel
27 Documents that have been or will be produced to the Panel as described in Sections
28 V(A)(2) and V(A)(3) of this Protective Order) in unredacted format at the Twin

1 Towers Correctional Facility, on a secure computer terminal provided by Defendant.
2 Class Counsel's review of this video footage shall be monitored by LASD, and
3 Class Counsel shall not download, duplicate, film, or otherwise capture,
4 disseminate, or reproduce video footage viewed pursuant to this paragraph.

5 **B. Redactions Of Confidential Information**

6 Before producing or making available to Class Counsel any Confidential
7 Information via the database system (including but not limited to documents and
8 video), Defendant reserves the right to redact names, faces, badge numbers,
9 identification numbers, and/or any other personal identifying information of
10 individual LASD or County employees, agents, officers, and deputies for purposes
11 of complying with all applicable laws, regulations, privacy requirements, and labor
12 and employment agreements. Class Counsel do not concede that redacting any
13 names, faces, badge numbers, identification numbers, and/or any other personal
14 identifying information of individual LASD or County employees, agents, officers,
15 and deputies is necessary for Defendant to comply with applicable laws, regulations,
16 privacy requirements, or labor and employment agreements, or that any redactions
17 of Confidential Information made pursuant to this section are in accordance with
18 applicable federal law. At all times up to termination of the Settlement Agreement,
19 Defendant shall maintain and preserve an unredacted version of all Confidential
20 Information, including specifically any documents or information produced to Class
21 Counsel pursuant to this Protective Order with any redactions of any kind.

22 If, after receiving and reviewing any Confidential Information that in whole
23 or in part has been redacted, Class Counsel wish to receive the same Confidential
24 Information in unredacted form as part of their evaluation of Defendant's
25 compliance with the Implementation Plan, Class Counsel shall specify for
26 Defendant the particular Confidential Information (*e.g.*, particular documents and/or
27 video) that Class Counsel wish to receive in unredacted form and how the
28 unredacted information will assist Class Counsel in evaluating Defendant's

1 compliance with the Implementation Plan. Defendant may specify any and all
2 reasons and bases why Defendant believes that the Confidential Information at issue
3 should continue to be produced or made available to Class Counsel only in redacted
4 form. Class Counsel and Defendant shall meet and confer in good faith to attempt
5 to resolve any request for unredacted Confidential Information. If Class Counsel
6 and Defendant cannot resolve a request for unredacted Confidential Information,
7 Class Counsel may submit the issue to the Court to determine whether or not
8 Defendant must provide Class Counsel with the requested unredacted Confidential
9 Information pursuant to applicable federal law. Any such submission to the Court
10 must be made in accordance with the filing procedures set forth in Section V(F) of
11 this Protective Order.

12 **C. Medical And Other Information Pertaining To Plaintiff Class**
13 **Members**

14 Notwithstanding the confidentiality restrictions of HIPAA, the California
15 Confidentiality of Medical Information Act (Civil Code § 56, *et seq.*), and
16 California Welfare and Institutions Code § 5328 (related to confidentiality of mental
17 health records), Class Counsel’s access to Confidential Information pursuant to this
18 Protective Order shall include medical and mental health information and data
19 pertaining to LASD inmates who are members of the Plaintiff Class. This
20 information and data will include “protected health information” as that term is
21 defined in HIPAA. Defendant is hereby expressly authorized and permitted to
22 disclose to Class Counsel any and all protected health information of or pertaining
23 to members of the Plaintiff Class, pursuant to Title 45, Code of Federal Regulations,
24 § 164.512(e)(1). Class Counsel do not concede that the privileges, restrictions, or
25 statutes listed in this paragraph are applicable to any Confidential Information
26 withheld, redacted, or produced by Defendant pursuant to the Protective Order or
27 would provide for withholding documents or portions of documents in federal
28 litigation.

1 **D. Persons Authorized To Review Confidential Information**

2 Attorneys who are members of Class Counsel may review Confidential
3 Information. Additionally, Class Counsel’s non-attorney employees or consultants
4 with a legitimate need and reason to review Confidential Information for purposes
5 of evaluating Defendant’s compliance with the Implementation Plan, and experts
6 retained by Class Counsel to assist Class Counsel with its evaluation of Defendant’s
7 compliance with the Implementation Plan, may also review Confidential
8 Information, provided such non-attorney employees or consultants and retained
9 experts first execute the following written statement:

10 “I, _____, acknowledge that I have reviewed
11 and am familiar with the terms of the Stipulated Protective Order Regarding
12 Class Counsel’s Access To Documents (“Stipulated Protective Order”)
13 entered in CV 12-428-DDP(MRWx), and I hereby agree to comply with and
14 to be bound by the terms and conditions of said Stipulated Protective Order,
15 to the same extent as the American Civil Liberties Union, the ACLU
16 Foundation of Southern California, and Paul Hastings LLP, with respect to
17 the handling, review, use, and disclosure of any Confidential Information.
18 Dated: _____ /s/_____”

19 Class Counsel shall be responsible for maintaining the signed original of each
20 such written statement until the termination of the Settlement Agreement. Class
21 Counsel shall provide Defendant with copies of such written statements upon the
22 written request of Defendant. In addition, Class Counsel shall maintain a log of all
23 persons who viewed Confidential Information and shall provide Defendant with a
24 copy of said log upon the written request of Defendant.

25 Other than Class Counsel attorneys, and any non-attorney employees and
26 non-employee experts who execute the foregoing written statement, no one else may
27 review, be given access to, or otherwise be purposefully exposed to any Confidential
28 Information or any transcript, quotation, paraphrase, summary, notes, or other

1 description containing or referring to Confidential Information, other than the Court
2 as set forth in Section V(F) and the Panel.

3 **E. Limitations On Use Of Confidential Information**

4 Confidential Information shall not be used, handled, reviewed, or disclosed
5 for any purpose or in any manner inconsistent with the Settlement Agreement or
6 with this Protective Order. Any use, handling, review, or disclosure of Confidential
7 Information prohibited by the Settlement Agreement or by this Protective Order
8 shall constitute a violation of this Protective Order. Class Counsel's receipt and use
9 of Confidential Information pursuant to this Protective Order shall not be subject to
10 any restrictions, limitations, or any obligations other than those specified in this
11 Protective Order or in Section VI of the Settlement Agreement.

12 In the event of any unauthorized use, handling, review, or disclosure of
13 Confidential Information by Class Counsel or by Class Counsel's non-attorney
14 employees or non-employee experts (whether inadvertent or otherwise), Class
15 Counsel must immediately notify Defendant and the Court in writing of the
16 unauthorized use, handling, review, or disclosure.

17 **F. Procedures For The Filing Of Any Confidential Information With**
18 **The Court**

19 All filings with the Court of any Confidential Information by any Party shall
20 first be made under seal and (except as permitted under Section V(I) of this
21 Protective Order) shall be served on all other Parties pursuant to Central District of
22 California Local Rule 79-5.2.2. Both Parties agree to accept service via email for
23 any filing made pursuant to this Section V(F).

24 By entering this Protective Order, the Court grants leave, pursuant to Central
25 District of California Local Rule 79-5.2.2(c), to file under seal any filing made
26 under this Section V(F). Accordingly, the Parties need not comply with Central
27 District of California Local Rule 79-5.2.2(b). All filings made with the Court
28 pursuant to this Section V(F) must state on the caption page, immediately under the

1 title of the document, “FILED UNDER SEAL PURSUANT TO ORDER OF THE
2 COURT DATED []”, with the date of entry of this Protective Order included within
3 the brackets. Any filing made pursuant to this Section V(F) must comply with all
4 other applicable Central District of California Local Rules.

5 Class Counsel reserve the right to move the Court to determine whether any
6 Confidential Information may be publicly filed in this litigation pursuant to
7 applicable federal law. Class Counsel shall meet and confer with Defendant
8 pursuant to Central District of California Local Rule 7-3 prior to making any such
9 motion. Defendant reserves the right to oppose any such motion. Class Counsel
10 shall not publicly file any Confidential Information without the Court’s or
11 Defendant’s prior written authorization.

12 In the event that Class Counsel files a motion under this Section V(F) with
13 the Court that concerns Confidential Information that is not in Class Counsel’s
14 possession (such as unredacted video footage), Defendant agrees to provide this
15 Confidential Information to the Court *in camera*.

16 **G. Return Or Destruction Of Confidential Information By Class**
17 **Counsel**

18 Upon termination of the Settlement Agreement by order of the Court, Class
19 Counsel shall destroy, or shall return to Defendant, all copies (electronic, hard, or
20 other) of all Confidential Information that was ever produced or made available to
21 Class Counsel and which is in Class Counsel’s possession. Upon such destruction
22 or return of Confidential Information, Class Counsel shall also provide Defendant
23 with the following certification in writing:

24 “I, _____, am a member of Class Counsel as defined in
25 CV 12-428-DDP(MRWx). On behalf of all Class Counsel, I hereby certify
26 that all copies (electronic, hard, or other) of all Confidential Information that
27 was ever produced or made available to Class Counsel and which is in Class
28 Counsel’s possession have been destroyed or returned to Defendant, in

1 accordance with Section V(G) of the Stipulated Protective Order Regarding
2 Class Counsel's Access To Documents.”

3 **H. No Possession By Plaintiff Class Members Of Confidential**
4 **Information**

5 Neither Plaintiffs nor any other current or former inmate of the Los Angeles
6 County jails shall have access to or possession of, or be exposed to, any Confidential
7 Information, or any material derived therefrom, except that nothing in this paragraph
8 shall prevent Class Counsel from showing a Plaintiff class member his or her own
9 medical records.

10 **I. Disputes Over Discoverability Of Information**

11 Notwithstanding the entry of this Protective Order, there may be some
12 information otherwise within the scope of Section V(A) of this Protective Order that
13 Defendant believes cannot be disclosed to Class Counsel consistent with
14 Defendant's legitimate operational and security concerns relating to the operation of
15 the Los Angeles County jails. In the event that Defendant withholds any such
16 information from Class Counsel on this basis, Defendant shall promptly notify Class
17 Counsel of such determination (via a privilege log or similar report). To the extent
18 that Class Counsel objects to Defendant's withholding of any such information,
19 Class Counsel and Defendant shall promptly meet and confer regarding the issue. If
20 Class Counsel's concerns are not resolved via such meet-and-confer process, then
21 the Parties shall submit the issue to the Court for resolution. In the course of
22 making any such submission to the Court, Defendant may file any information *in*
23 *camera*, and need not serve such information on Class Counsel. The Court shall
24 then decide whether Defendant must produce the withheld information to Class
25 Counsel.

26 **J. No Waiver Of Objections**

27 Nothing in this Protective Order constitutes any ruling or finding by the Court
28 concerning the scope or interpretation of the Settlement Agreement. Nothing in this

1 Protective Order or in the Parties' stipulations constitutes a waiver by any Party of
2 any right to make requests for documents pursuant to Section VI of the Settlement
3 Agreement, or to object to any such requests. Nothing in this Protective Order or in
4 the Parties' stipulations constitutes any admission or position by any Party regarding
5 the scope, meaning, proper interpretation, or applicability of any provision(s) of the
6 Settlement Agreement, or of any privilege, statute, or regulation referenced herein.
7 By entering into these stipulations, Defendant does not waive any privileges that
8 may or may not apply, including but not limited to the attorney-client privilege,
9 attorney work product doctrine, or the investigatory files or official information
10 privileges. *See, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991); *Miller v.*
11 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992). By entering into these stipulations,
12 Class Counsel do not concede that any privilege or statutory or regulatory
13 protection, including but not limited to the attorney-client privilege, attorney work
14 product doctrine, or the investigatory files or official information privileges, applies
15 to any Confidential Information that has been, is being, or will be produced by
16 Defendant pursuant to and after entry of this Protective Order. In addition, the
17 inadvertent production or disclosure of Confidential Information that may be
18 privileged shall be without prejudice to any claim of privilege, and Defendant shall
19 not be held to have waived any rights or privileges by such inadvertent production.

20 **K. Subpoena For Confidential Information**

21 In the event that Class Counsel receives a subpoena, discovery request, or
22 other legal process seeking production of Confidential Information, Class Counsel
23 shall give prompt written notice to Defendant. Class Counsel shall inform the
24 person or entity seeking the information of the existence of this Protective Order and
25 shall not produce any Confidential Information, or any document or communication
26 referencing or containing any portion of Confidential Information, absent a Court
27 order requiring such production.

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1 **L. Modification**

2 For good cause, any Party may seek a modification of this Protective Order,
3 first by attempting to obtain the consent of the other Parties to such modification,
4 and then, absent consent, by application to the Court. However, no modification
5 based on consent of the other Parties shall be valid or effective unless in writing
6 signed by all Parties.

7 **M. Survivability Of This Protective Order**

8 This Protective Order shall survive the conclusion of this action, and the
9 Court retains jurisdiction to enforce it.

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1 **VI. WITHDRAWAL BY PLAINTIFFS OF MOTION TO ENFORCE**
2 **SETTLEMENT AGREEMENT**

3 Upon entry of this Protective Order by the Court, Plaintiffs shall withdraw
4 their Motion to Enforce (Dkt. No. 152).

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6 IT IS SO ORDERED.

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8 DATED: May 11, 2018



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Hon. Dean D. Pregerson
Senior United States District Judge