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

JASON TERPSTRA,  
  
Plaintiff,  
  
v.  
  
COUNTY OF LOS ANGELES,  
DEPUTY JOSE PEREZ, in his  
individual and official capacity,  
DEPUTY ANTHONY DURAN, in  
individual and official capacity, AND  
DOES 1 THROUGH 15, inclusive,  
  
Defendants.

CASE NO. 12-06354 GAF (JCGx)  
**[PROPOSED] ORDER  
GOVERNING DISCLOSURE OF  
CONFIDENTIAL MATERIAL**

Having reviewed and considered the Stipulation Governing Court Ordered Disclosure of Confidential Material, good cause having been shown pursuant to Rule 26(c) of the Federal Rule of Civil Procedure, IT IS ORDERED that the confidential material disclosed by Defendants during the discovery in this action is protected as follows:

1. Defendant COUNTY OF LOS ANGELES shall provide to Plaintiff's counsel documents and things which have been designated as confidential by defendants and defendants' counsel. For the purpose of this stipulation and order,

1 "CONFIDENTIAL" documents shall be limited to documents disclosed by  
2 Defendants related to the personnel files of Jose Perez and Anthony Duran.

3       2. Confidential documents, as designated by defendants and defendants'  
4 counsel for the purposes of this stipulation, shall be designated by stamping copies  
5 of the document "CONFIDENTIAL." Stamping "CONFIDENTIAL" on the cover  
6 of any multi-page document shall designate all pages of the document as  
7 confidential, unless otherwise indicated. The "Confidential Stamp" shall not block  
8 out or obliterate any document.

9       3. As a condition of receiving such documentation, Plaintiff's counsel  
10 shall personally safeguard and keep confidential in their possession, all copies of the  
11 information provided by the County of Los Angeles marked CONFIDENTIAL, and  
12 all copies are to be used only for the purposes set forth below, and only for the case  
13 of *Jason Terpstra v. County of Los Angeles, et al.*, CV 12-06354 GAF (JCGx), and  
14 for no other purpose.

15       4. Under no circumstances shall Confidential material either orally, or by  
16 written form, be imputed into any computer program or database or listed in any  
17 manual, notebook or other listing as it pertains to law enforcement personnel.  
18 However, this does not preclude scanning said documents so that they can be  
19 utilized for this particular case, including for trial purposes as trial exhibits in  
20 compliance with Local Rules.

21       5. Confidential material shall be used only for the prosecution and/or  
22 defense of the case of *Jason Terpstra v. County of Los Angeles, et al.*, CV 12-06354  
23 GAF (JCGx), or any appeal therefrom, and not for any business or other purpose.  
24 Under no circumstances other than those specifically provided for in this or  
25 subsequent court orders, or other than with the explicit consent in writing of the  
26 producing party with respect to specifically identified Confidential Material, shall  
27 Confidential Material or its contents in any way whatsoever be revealed, disclosed,

1 or otherwise made known to persons other than the following:

2 (a) Counsel of record for parties that have appeared in this action,  
3 and the regular, paid employees of such counsel but only to the  
4 extent disclosure is necessary in connection with the  
5 representation of Plaintiff. Plaintiff's counsel will ensure its staff  
6 and employees are aware of the protective and will abide by its  
7 terms.

8 (b) Experts or consultants retained in good faith to assist counsel of  
9 record in the prosecution and/or defense of this action or any  
10 appeal filed herein, but only to the extent disclosure is necessary  
11 in connection with such retention and only after such expert has  
12 confirmed his or her agreement to be bound by the terms of this  
13 Protective Order by signing a Protective Order agreeing to same;  
14 However, there is no obligation for the parties to provide a copy  
15 of the signed protective order to the other side as consultants are  
16 protected by the work product doctrine. Instead, the parties  
17 agree that a representation of the opposing counsel that  
18 consultants have signed the order is sufficient until said time that  
19 expert disclosure is required by law or order.

20 (c) Court reporters and/or videographers who record testimony taken  
21 in the course of this litigation but only to the extent disclosure is  
22 necessary in connection with such recording and only after such  
23 reporter has confirmed his or her agreement to be bound by the  
24 terms of this Protective Order by signing a Protective Order  
25 agreeing to same; it is recognized that in the production of  
26 videotapes and/or depositions, various individuals are often  
27 involved in the process and that it will be impossible for counsel

1 to obtain signatures of all such administrative helpers, thus only  
2 the reporter and videographer at the deposition need to sign this.

3 (d) Witnesses, deposed in this action or who appear at trial and/or  
4 any hearing in this action, but only to the extent disclosure is  
5 necessary for relevant questioning in connection with such  
6 deposition or hearing, and only after such witness has confirmed  
7 his or her agreement to be bound by the terms of this Protective  
8 Order by signing a Protective Order agreeing to same; However,  
9 if a witness refuses to sign a protective order that does not  
10 foreclose the deposing party from gathering the information.  
11 Instead, the parties agree they may, upon proper notice to the  
12 other party, apply ex parte for relief and that the witness will  
13 appear for a second session of his/her deposition. Should a  
14 second deposition be ordered, Counsel unnecessarily causing  
15 such shall be responsible for the court reporter costs of the  
16 additional deposition.

17 6. In the event a permitted individual, as defined by paragraph (a)-(d),  
18 does not consent to be bound by this Protective Order, no disclosure of Confidential  
19 Information will be made to such individual. Plaintiff's/Defendants counsel shall be  
20 responsible, where reasonable, for the failure of any third party to comply with the  
21 terms of this Order. However, only the party that actually violates this order may  
22 be subject to punishment in the form of sanctions or contempt motions.

23 7. Any counsel, expert, consultant or investigator retained by counsel for  
24 any party to this case shall not refer to Confidential Information in any other court  
25 proceeding subject to further order of this court, unless said information was already  
26 made public in trial or appellate hearings or unless this Order has been modified to  
27 allow it.

1           8.       This Protective Order, and the obligations of all persons thereunder,  
2 including those relating to the disclosure and use of Confidential Information, shall  
3 survive the final termination of this case, whether such termination is by settlement,  
4 judgment, dismissal, appeal or otherwise, until further order of the court.

5           9.       Nothing in this Protective Order is intended to prevent officials or  
6 employees of the Los Angeles County Sheriff's Department, individual Deputy  
7 Sheriffs, or other authorized individuals from having access to Confidential  
8 Information to which they would have had access in the normal course of their  
9 duties.

10          10.      Plaintiff's and Defendants counsel shall not cause, and shall take  
11 reasonable efforts to protect against disclosure of the contents of the confidential  
12 information received from the County of Los Angeles or plaintiff beyond the  
13 disclosure permitted under the terms and conditions of this Protective Order,  
14 including but not limited to, all news and entertainment media and any social media  
15 or internet site.

16          11.      If confidential material is included in any papers to be filed in Court,  
17 such papers shall be labeled "Confidential – Subject to Court Order" and filed under  
18 seal until further order of the Court.

19          12.      There shall not be any limitations on the use of any documents marked  
20 confidential in a trial or other court proceeding after a court order permitting the  
21 admissibility and/or publishing of said document. Once ordered admissible, the  
22 parties may not prevent the use of said confidential information in trial for example,  
23 even if there are members of the public or the media in the Court during trial. It is  
24 recognized the Courts are public forums. Nothing in this confidentiality order shall  
25 be used to limit the ability of any party to use the confidential documents in a trial as  
26 exhibits, for direct exam, cross exam, opening statement, closing argument or any  
27 other Court process. If any members of the media report on that information, the

1 attorneys are not subject to any repercussions for the disclosure of such information  
2 in the press. Further, all such documents may be used for an appeal as well,  
3 without the attorneys violating this order. Further, once the Court orders a  
4 confidential document admissible, counsel for Defendant agrees to provide a "clean"  
5 copy to Plaintiff without the "confidential" stamp within three working days or as  
6 ordered by the Court. "Clean" copies may be used as trial exhibits.

7 13. The Court shall retain jurisdiction to resolve any dispute concerning the  
8 use of information disclosed hereunder.

9 14. Upon termination of the judicial process in this case, Plaintiff's counsel  
10 shall return to counsel for defendants all documents and material designated as  
11 confidential and all copies of same. All confidential information received from  
12 Defendants is to be deleted from all files, databases, etc., in the possession of  
13 Plaintiff's counsel's office.

14 15. Any party can challenge the designation of a document as confidential.  
15 If there is such a challenge, it will be ruled upon by the Court. The party claiming a  
16 document is confidential has the burden of demonstrating it is confidential.

17 16. If a party believes another party has violated this Protective Order, they  
18 may advise the Court of said violation, seeking the legal remedies available by law  
19 and that the Court deems are proper after a full hearing on the subject.

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IT IS SO ORDERED

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DATED: February 20, 2013 \_\_\_\_\_

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HON. JAY C. GANDHI  
United States Magistrate Judge

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12-06354 GAF (JCGx)

[PROPOSED] ORDER RE:  
DISCLOSURE OF CONFIDENTIAL  
MATERIALS