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 DEPUTY MARIO GARCIA and DEPUTY CHRISTOPHER WOODHOUSE

7
 8 **UNITED STATES DISTRICT COURT**

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

10 FRANK MARTINEZ,
 11
 Plaintiff,

12 v.

13 COUNTY OF LOS ANGELES,
 14 DEPUTY MARIO GARCIA, DEPUTY
 WOODHOUSE, and DOES 1-10,
 15
 Defendants.
 16

CASE NO. CV13-3825 CAS (JCGx)

[Assigned to Judge Christina A. Snyder
 Courtroom "5"]

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER

[Filed Concurrently with Stipulation
 for Protective Order]

Complaint Filed: 5/29/13
 Trial Date: None set

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 19 After full consideration of the Stipulation by the parties for a Protective
 20 Order, and for GOOD CAUSE SHOWN, IT IS HEREBY ORDERED:

21 1. In connection with informal or formal disclosure of documents and
 22 other materials in this action (including but not limited to those specified in
 23 Fed.R.Civ.P. 26(a)(1)(A)(ii) and 34(a)(1)(A) and (B)), and, in connection with
 24 discovery proceedings in this action, the parties may designate any document, thing,
 25 material, testimony, or other information derived therefrom, as "Confidential" under
 26 the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential
 27 information is information which has not been made public, and which contains
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1 private, personal, proprietary, or otherwise sensitive information, the disclosure of
2 which may have the effect of causing harm to the parties or other entities or persons.
3 By designating a document, thing, material, testimony, or other information derived
4 therefrom as "Confidential" under the terms of this Order, the party making the
5 designation is certifying to the Court that there is a good-faith basis both in law and
6 in fact for the designation within the meaning of *Federal Rules of Civil Procedure*,
7 Rule 26(g).

8 **GOOD CAUSE STATEMENT:**

9 2. Good cause exists for entry of this Order. As for defendants, they
10 expect to produce, among other things, materials comprising investigative reports
11 and interviews of witnesses. In these materials, the names and other identifying
12 information of the witnesses who were interviewed are referenced or disclosed.
13 Some of the witnesses who were interviewed describe the details of how the
14 incident unfolded, but also share personal details about the plaintiff.

15 In addition, materials to be produced will contain the names and other
16 identifying information of law enforcement personnel who were involved in the
17 incident, and who thereafter investigated the incident and interviewed witnesses.
18 Limiting disclosure of their identities to the context of this litigation as provided
19 herein will, accordingly, further important law-enforcement objectives and interests.

20 As for plaintiff, he is expected to produce, among other things, personal
21 medical records and bills relating to medical treatment and care. These records and
22 bills will likely contain sensitive medical and financial information that plaintiff
23 desires to be kept confidential and disclosed only in the context of this litigation.

24 3. Confidential documents shall be so designated by stamping copies of
25 the document or material produced by a party with the legend "CONFIDENTIAL."
26 Stamping the legend "CONFIDENTIAL" on the cover of any multi-page document
27 or any multi-volume material, shall designate all pages of the document and all
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1 volumes of the material as confidential, unless otherwise indicated by the producing
2 party.

3 4. Testimony taken at a deposition may be designated as "Confidential"
4 by making a statement to that effect on the record at the deposition. Arrangements
5 shall be made with the court reporter transcribing the deposition to separately bind
6 such portions of the transcript containing information designated as "Confidential",
7 and to label such portions appropriately.

8 5. Material designated as "Confidential" under this Order, the information
9 contained therein, and any summaries, copies, abstracts, or other documents derived
10 in whole or in part from material designated as Confidential (hereinafter
11 "Confidential Material") shall be used solely for the purpose of litigating this action,
12 and for no other action or purpose.

13 6. Confidential Material produced in this action may be disclosed or made
14 available to the following persons (hereinafter "Qualified Persons"):

- 15 a. Each lawyer for a party in this action, including outside and
16 in-house lawyers and other lawyers regularly employed in their
17 offices, and such lawyers' staff to whom it is necessary that
18 materials be disclosed for purposes of this litigation, including
19 paralegals, assistants, secretaries, and document clerks;
- 20 b. Each party, partner, officer, director, agent, or employee of a
21 party deemed necessary by counsel to work on this action;
- 22 c. Independent experts or consultants retained by counsel for the
23 purpose of assisting in this litigation, including their staff to
24 whom it is necessary that materials be disclosed for purposes
25 of this litigation, but only to the extent necessary for such expert
26 or consultant to perform his or her assigned tasks in connection
27 with this litigation;
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- 1 d. Any party-affiliated witness in preparation for his or her
2 deposition or testimony at trial or a hearing in this litigation;
3 e. Mediators, arbitrators, or similar outside parties and their staffs
4 enlisted by all parties to assist in the resolution of this litigation;
5 f. The Court and its personnel; and
6 g. Court reporters and stenographers employed in this action.

7 Prior to receiving any Confidential Material, Qualified Persons identified in
8 Paragraphs 6b, 6c, 6d, and 6e above shall execute a nondisclosure agreement in the
9 form of Attachment A.

10 7. Any party intending to file any material that constitutes or contains
11 Confidential Material shall file it under seal in compliance with Central District
12 *Local Rule 79-5.1.*

13 8. This Order shall not impose any restrictions on the use of or disclosure
14 by a party of Confidential Material obtained by such party independent of discovery
15 in this action, whether or not such material is also obtained through discovery in this
16 action, or from disclosing its own Confidential Material as it deems appropriate.

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

21 10. At any time after receipt of documents designated as Confidential
22 Material, the non-designating party may provide the designating party with a written
23 objection to the classification of specific documents as Confidential Material along
24 with the basis of the objection. Upon receipt of such written objection, the
25 designating party shall provide a written response to the objecting party within five
26 (5) business days. If the designating party does not agree with the position of the
27 objecting party, the objecting party shall have the option of proceeding with a
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1 discovery motion, pursuant to Local Rule 37 *et seq.*, contesting the Confidential
2 designation of the disputed documents. The parties shall comply with the meet and
3 confer requirements of Local 37 *et seq.* prior to the filing of any such motion. The
4 designating party shall bear the burden of establishing the Confidential nature of the
5 disputed documents.

6 11. This Order shall be without prejudice to the right of a party (i) to bring
7 before the Court at any time the question of whether any particular document or
8 material is confidential or whether its use should be restricted, provided however,
9 that such document or material shall remain confidential and its use restricted, as
10 provided for herein, until such time as the court has ruled on the question presented,
11 or (ii) to present a motion to the Court under *Federal Rules of Civil Procedure*, Rule
12 26(c) for a separate protective order as to any particular document, material, or
13 information, including restrictions differing from those specified herein. This Order
14 shall not be deemed to prejudice the parties in any way in any future application for
15 modification of this Order.

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

23 13. Within sixty (60) days after the conclusion of this action, including any
24 appeals, a party to whom Confidential Material has been produced shall return all
25 such material, including copies thereof, to the producing party, or shall destroy any
26 such document and provide the requesting party with confirmation that the
27 documents have been destroyed or returned within 10 days of the request
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confirmation

14. This Order shall survive the conclusion of this action, including any appeals, to the extent that information comprising or contained in Confidential Material does not become public. The Court shall retain jurisdiction to resolve any dispute concerning compliance with the terms and conditions of this Order, including any alleged violation thereof.

15. For good cause, any party may seek a modification of this Order, by first attempting to obtain the consent of the other parties to such modification, and then, absent consent, by application to this Court.

IT IS SO ORDERED

Dated: Nov. 26, 2013

By: 
HON. JAY C. GANDHI

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EXHIBIT "A"
NONDISCLOSURE AGREEMENT

I, _____, am familiar with the terms of the foregoing Stipulated Protective Order above entered in the *Martinez v. County of Los Angeles, et al.* case, and agree to comply with and be bound by its terms and conditions unless further modified by order of the Court. I consent to the jurisdiction of the Court for the purpose of enforcement of the Stipulated Protective Order.

Dated: _____ By: _____