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NOTE CHANGES MADE BY THE COURT

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

KENNETH COULTER,  
Plaintiff,

v.

LEROY BACCA, individually, jointly  
severally, and in his official capacity as  
a Los Angeles County Sheriff;  
COUNTY OF LOS ANGELES, a  
public entity; COUNTY OF LOS  
ANGELES SHERIFF'S  
DEPARTMENT a public entity; Deputy  
ALBERT NUNEZ, #472735,  
individually, jointly, severally, and in  
his official capacity as a Los Angeles  
County Sheriff's Deputy; Deputy  
RICARDO GARCIA, #517301,  
individually, jointly, severally, and in  
his official capacity as a Los Angeles  
County Deputy; SGT SANDOVAL,  
#466373, individually, jointly,  
severally, and in his official capacity as  
a Los Angeles County Sergeant; LT.  
YOUNG, #238871, individually,  
jointly, severally, and in his official  
capacity as an Los Angeles County  
Lieutenant and DOES 1-50, inclusive  
Defendants.

CASE NO. CV13-6090 CBM (AGRx)  
**DISCOVERY MATTER**

**[PROPOSED] PROTECTIVE  
ORDER GOVERNING  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION PRODUCED  
DURING DISCOVERY**

[Judge Consuelo B. Marshall  
Courtroom "2"]

Complaint Filed: 8/20/13  
Trial Date: None set

NOTE CHANGES MADE BY THE COURT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

1 After full consideration of the stipulation by the parties for a Protective Order,  
2 and FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED that:

3 1. The information contained in the information and/or documents the  
4 parties may disclose and/or produce pursuant to FRCP 26 and during the course of  
5 discovery, contains private and confidential information.

6 2. Defendants COUNTY OF LOS ANGELES, LOS ANGELES  
7 COUNTY SHERIFF'S DEPARTMENT, LEROY BACA (sued and served as Leroy  
8 Bacca), DEPUTY ALBERT NUNEZ, DEPUTY RICARDO GARCIA, SGT. JOSE  
9 SANDOVAL and LT. SUZAN YOUNG (collectively "defendants") will produce  
10 documents and information as required by the Initial Disclosures and responsive to  
11 discovery requests, but only under the strict circumstances and limitations of this  
12 Stipulated Protective Order (hereinafter "Protective Order") where said documents  
13 and information are kept confidential and private and with assurances that said  
14 documents and information shall not be produced, copied, or disseminated to any  
15 person or entity unless authorized by this Protective Order.

16 3. **GOOD CAUSE STATEMENT:** Good cause exists for entry of this  
17 Order. As defendants, they may produce, among other things, third party private  
18 and confidential information, investigation files - including but not limited to,  
19 incident reports, witness statements, and policies and procedures produced to  
20 plaintiff during the course of discovery in this litigation and any subsequent  
21 reproduction thereof, as well as private information of COUNTY OF LOS  
22 ANGELES ("COLA") and LOS ANGELES COUNTY SHERIFF'S  
23 DEPARTMENT ("LASD") employees. Disclosure of such information would be  
24 invasive of the privacy of third parties and COLA and LASD personnel which could  
25 pose a serious risk to their personal safety and well-being. Additionally, these  
26 materials include sensitive law enforcement information. Limiting disclosure of  
27 these documents to the context of this litigation as provided herein will, accordingly,  
28 further important law-enforcement objectives and interests, including safety of

1 personnel and the public.

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

13 5. Confidential material shall be used solely in connection with the  
14 preparation and trial of the within case, *Coulter v. Baca, et al.* Case No. CV13-6090  
15 CBM (AGRx), or any related appellate proceeding and not for any other purpose,  
16 including any other litigation.

17 6. 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 7. Confidential material may not be disclosed except as provided in  
23 paragraph 8.

24 8. 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 the COLA or other authorized government officials from having access to the  
9 documents if they would have had access in their normal course of their job duties.

10 9. Each person to whom disclosure is made, with the exception of those  
11 identified in paragraph 8 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 such material, and shall agree on the record or in writing,  
14 that he/she has read the protective order, and that he/she understands the provisions  
15 of the protective order. Such person must also consent in writing to be subject to the  
16 jurisdiction of the district court for the Central District of California, with respect to  
17 any proceedings relating to enforcement of this order, including without limitation,  
18 any proceedings for contempt. Unless made on the record in this litigation, counsel  
19 making the disclosure to any person described above shall retain the original  
20 executed copy of said agreement until final termination of this litigation. (See,  
21 Appendix "A").

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

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

1 clearly marked by counsel for plaintiff and maintained by counsel for plaintiff with  
2 the following or similar legend recorded upon it in a way that brings its attention to  
3 a reasonable examiner:

4 CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE  
5 TERMS AND CONDITIONS OF A PROTECTIVE ORDER, CASE NO. CV13-  
6 6090 CBM (AGR<sub>x</sub>)

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

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

14 14. If any information and/or documents which are the subject of this  
15 Protective Order are presented to this or any other court in any other manner prior to  
16 the time of trial, said information and/or documents shall be lodged under seal in  
17 compliance with Central District Local Rule 79-5.1

18 15. *Information used at trial shall become public*  
*absent a separate court order upon written motion and*  
*sufficient cause shown.*  
19 ~~in the event that any confidential material is used in any court~~  
20 ~~proceeding in this action, it shall not lose its confidential status through such use,~~  
21 ~~and the party using such material shall take all reasonable steps to maintain its~~  
~~confidentiality during such use.~~

AGR

22 16. At the conclusion of the trial and of any appeal or upon termination of  
23 this litigation, all confidential material received under the provisions of this order  
24 shall be destroyed or, if appropriate, returned to the respective defendant and  
25 confirm such actions in writing to that defendant.

26 17. If plaintiff is served with a subpoena or an order issued in other  
27 litigation that would compel disclosure of any information or items designated in  
28 this action as "confidential," plaintiff must so notify the relevant defendant, in

1 writing (by fax, if possible) immediately and in no event more than three (3) court  
2 days after receiving the subpoena or order. Such notification must include a copy of  
3 the subpoena or court order.

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

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

20 20. 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 21. 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 22. 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.

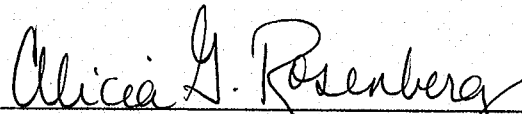
12 23. Nothing in this Protective Order abridges the right of any person to  
13 seek its modification by the Court in the future.

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15 **APPROVED AND SO ORDERED:**

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17 Dated: Nov. 13, 2013

  
UNITED STATES MAGISTRATE JUDGE

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1 **APPENDIX "A"**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I have read and understand the Stipulation for Protective Order and Protective  
4 Order of the United States District Court, Central District entered on the \_\_\_\_ day  
5 of \_\_\_\_\_, 2013, in the matter of *Coulter v. Baca, et al.* Case No. CV13-  
6 6090 CBM (AGRx). A copy of the Stipulation for Protective Order and Protective  
7 Order has been delivered to me with my copy of this Acknowledgement and  
8 Agreement to Be Bound (hereinafter "Confidentiality Agreement"). I agree to be  
9 bound by all the terms of this Confidentiality Agreement.

10 I further agree to be bound by all the terms of the Stipulation for Protective  
11 Order and Protective Order and hereby agree not to use or disclose the confidential  
12 information or material (as defined by that Order) disclosed to me, except for  
13 purposes of this litigation as required by the Stipulation for Protective Order and  
14 Protective Order. I further agree and attest to my understanding that a breach of this  
15 Confidentiality Agreement may be directly actionable, at law and equity, and may  
16 constitute a violation of the Stipulation for Protective Order and Protective Order,  
17 and I further agree that in the event I fail to abide by the terms of the Stipulation for  
18 Protective Order and Protective Order, or if I disclose or make use of any  
19 confidential information acquired during this litigation, I may be subject to civil  
20 sanctions, including sanctions by way of contempt of court, imposed by the Court  
21 for such failure.

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1 I further agree to submit to the jurisdiction of the United States District Court,  
2 Central District for the purpose of enforcing the terms of this Confidentiality  
3 Agreement and Protective Order, even if such enforcement proceedings occur after  
4 termination of this action.

5 Dated:

6 \_\_\_\_\_  
7 Signature

8 \_\_\_\_\_  
9 Name (Printed)

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11 Street Address

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13 City State Zip

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