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

SANDRA BLOUNT, aka SANDRA CASTRO,  
*Plaintiff,*

v.

CITY OF LOS ANGELES AND DOES 1 through 100, Inclusive,  
*Defendants.*

CASE NO.: CV13-08672 DDP (FFMx)  
*Hon. Dean D. Pregerson, Ctrm. 3, 2<sup>nd</sup> Fl.*  
*Mag. Frederick F. Mumm, Ctrm. E, 9<sup>th</sup> Fl.*

**[PROPOSED]**  
**PROTECTIVE ORDER  
REGARDING DISCLOSURE OF  
CONFIDENTIAL  
INFORMATION**

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

1. In accordance with the above-referenced agreement, the City of Los Angeles has agreed to produce copies of the following documents after the Court has issued a protective order in this matter:<sup>1</sup>

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<sup>1</sup> Judge Mumm previously issued a Protective Order and Amended Protective Order, but the terms of said Orders do not encompass the documents referenced **herein (FFM)**. (See PACER Nos. 53 and 59)



1 personnel package and Administrative Investigations, and the information contained  
2 therein, in recognition of the protections granted pursuant to Penal Code § § 832.5,  
3 832.7, and 832.8 and 1040 et al. of the California Evidence Code.

4 6. The federal courts have recognized the strong interest in protecting the  
5 dissemination of an officer's personal information in civil litigation. (See *Dowling v.*  
6 *American Hawaii Cruises, Inc.*, 971 F.2d 423 (9th Cir. 1992); *Kerr v. United States*  
7 *District Court*, 511 F.2d 192 (9th Cir. 1975; aff. 426 U.S. 394, 96 S.Ct. 2119, 48  
8 L.Ed.2d 725 (1976)); *Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033 (9th Cir.  
9 1991); *Soto v. City of Concord*, 162 F.R.D. 603, 613 (N.D. Cal. 1995); *Martinez v.*  
10 *Stockton*, 132 F.R.D. 677 (E.D. Cal. 1990); *Kelly v. City of San Jose*, 114 F.R.D. 653  
11 (N.D. Cal. 1987); *United States v. Zolin*, 491 U.S. 554, 562, 109 S.Ct. 2619, 2625, 105  
12 L.Ed.2d 469 (1989); and *Miller v. Pancucci*, 141 F.R.D. 292, 297-298 (C.D. Cal.  
13 1992).)

#### 14 **TERMS OF THE PROTECTIVE ORDER**

15 7. If the Protective Order is issued, Defendants will produce the  
16 above-referenced information and the supplemental discovery response will be marked  
17 in one of the following ways: "Confidential," "Confidential Documents,"  
18 "Confidential Material," "Subject to Protective Order" or words of similar effect.  
19 Documents, writings, or other tangible items, so designated, and all information  
20 derived therefrom (hereinafter, collectively referred to as "Confidential Information"),  
21 shall be treated in accordance with the terms of this stipulation and protective order.

22 8. Confidential Information may be used by the persons receiving such  
23 information only for the purpose of attempting to locate and serve former LAPD  
24 Officer Alejandro Arredondo with the First Amended Complaint and Summons and/or  
25 a deposition subpoena (F.R.C.P. 45).

26 9. Subject to the further conditions imposed by this stipulation, Confidential  
27 Information may be disclosed only to the following persons:

28 (a) Counsel for the Plaintiff, his process server and investigator.

1           10. Any proof of service which is filed and which contains any protected  
2 information will be sealed by way of this Stipulation and Protective Order to be issued  
3 by the Court.

4           11. Upon the final termination of this litigation in either the United States  
5 District Court (Central District of California), the Ninth Circuit Court of Appeals or  
6 Los Angeles County Superior Court, all Confidential Information and all copies  
7 thereof shall be returned to the Los Angeles City Attorney's Office within fourteen (14)  
8 calendar days along with written confirmation from Plaintiff's counsel that all materials  
9 are being returned pursuant to the terms of this Stipulation and the District Court's  
10 order on this Stipulation.

11           12. If Plaintiff's counsel receives a subpoena or other request seeking  
12 Confidential Information identified herein, he or she shall immediately give written  
13 notice to the Defendants' counsel, identifying the Confidential Information sought and  
14 the time in which production or other disclosure is required, and shall object to the  
15 request or subpoena on the grounds of this stipulation so as to afford the Defendants an  
16 opportunity to obtain an order barring production or other disclosure, or to otherwise  
17 respond to the subpoena or other request for production or disclosure of Confidential  
18 Material. Other than objecting on the grounds of this stipulation, no party shall be  
19 obligated to seek an order barring production of Confidential Information, which  
20 obligation shall be borne by the Defendants. However, in no event should production  
21 or disclosure be made without written approval by the Defendants' counsel unless  
22 required by court order arising from a motion to compel production or disclosure of  
23 Confidential Information.

24           13. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
25 written submissions to the Court in this litigation which contain, reflect, incorporate or  
26 refer to Confidential Information shall be **submitted with an application that the**  
27 **document be filed and maintained under seal either pursuant to Ex Parte**  
28 **Application and Order of the Court or Stipulation of the parties and Order of the**

1 **Court. (Local Rule 79-5, et seq.). Good cause for the under seal filing must be**  
2 **shown.** If a document or pleading submitted to the Court, as described in this  
3 paragraph, makes only a general reference to any document or information contained  
4 therein covered by this protective order, but does not quote or describe its contents in  
5 any specific way, and does not include the protected document itself, then the party or  
6 parties need not enter into a Stipulation or otherwise seek an order to file the  
7 documents under seal. **In entering into a Stipulation for the filing of Confidential**  
8 **Information under seal, neither one of the parties waives its right to object to the**  
9 **admissibility of said information in connection with that proceeding or to move to**  
10 **exclude said information prior to or during the time of trial.**

11 14. The parties agree that the spirit of confidentiality as protected in this order  
12 will apply to all proceedings. To that end, before any protected document or any  
13 information derived therefrom is to be put forward, admitted into evidence, discussed  
14 in detail or otherwise publicized in Court, the party raising the protected document will  
15 inform the other parties and allow for a motion to the Court to close the proceedings to  
16 the public.

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

20 16. During the course of depositions, when counsel makes an objection to a  
21 question concerning a protected document or information contained therein, which is  
22 the subject of this Stipulation and protective order, or concerning a general area that  
23 counsel believes should be covered by the scope of this Stipulation and protective  
24 order, those witnesses (as identified in Paragraph 3(a) herein) may answer the question,  
25 without waiving the objections, and the questions and answers to those questions will  
26 be sealed and covered by the terms of this protective order. Counsel and the parties  
27 reserve the right to object to the disclosure of confidential or private information which  
28 is not the subject of this Stipulation and protective order. Any documents deemed

1 confidential pursuant to this protective order will be sealed, if they are used as exhibits  
2 in any deposition. This agreement does not waive any objections counsel may make,  
3 including objections unrelated to the reasons for this protective order.

4       17. Each person receiving or reviewing Confidential Information must  
5 consent to the jurisdiction of the United States District Court for the Central District of  
6 California, including the Magistrate Judge assigned to this case, with respect to any  
7 proceeding relating to enforcement of this Order, including, without limitation, any  
8 proceeding for contempt and/or monetary sanctions

9       **18. Plaintiff agrees to meet and confer with defense counsel no later than**  
10 **45 days prior to the Pre-Trial Conference with regard to any intention to attempt**  
11 **to introduce confidential information at the time of trial.**

12       19. This Stipulation may be signed in sub-parts and may be transmitted by  
13 facsimile as if it was the original document. Defendants will lodge this executed  
14 Stipulation with the Court for approval.

15       ***IT IS SO ORDERED.***

16  
17 Dated: December 22, 2014

18  
19 By:           /S/ FREDERICK F. MUMM  
20       **HONORABLE FREDERICK F. MUMM**  
21       **UNITED STATES MAGISTRATE JUDGE**