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 City of Burbank and Chief Scott LaChasse

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

11 JEREMY BASSETT, APRIL
 12 RICKMAN, G. B. through his guardian
 ad litem JEREMY BASSETT, R. B.
 13 through his guardian ad litem JEREMY
 BASSETT, J. B. through her guardian
 14 ad litem JEREMY BASSETT, A. B.
 through her guardian ad litem
 15 JEREMY BASSETT,

16 Plaintiffs,

17 vs.

18 CITY OF BURBANK; SCOTT
 LACHASSE; ANTHONY
 19 VALENTO; MARK ARMENDARIZ;
 GAYLE BASSETT; and DOES 1-10,
 20 inclusive,

21 Defendants.

Case No. CV 14-01348 SVW (CWx)

Magistrate Judge Carla Woehrle

**PROTECTIVE ORDER RE
 CONFIDENTIAL MATERIALS**

*[Stipulation for Protective Order filed
 concurrently herewith]*

22 Having reviewed and considered the Parties’ Stipulation for Protective
 23 Order Governing Confidential Information Produced During Discovery, good
 24 cause showing therein, IT IS SO ORDERED:

- 25 1. Plaintiffs. Plaintiffs are Jeremy Bassett, April Rickman, G. B.
 26 through his guardian *ad litem* Jeremy Bassett, R. B. through his guardian *ad litem*
 27 Jeremy Bassett, J. B. through her guardian *ad litem* Jeremy Bassett, and A. B.
 28 through her guardian *ad litem* Jeremy Bassett, (hereinafter “Plaintiffs”).

1 2. Disclosing Party. Disclosing Party shall refer to Defendant City of
2 Burbank.

3 3. Receiving Party. The Receiving Party shall refer to all Parties
4 receiving information from Disclosing Party pursuant to this protective order.
5 The Receiving Parties are the Parties and their agents as set forth in Paragraph
6 Nos. 17 and 18 of this Protective Order.

7 4. Case Summary. This case arises from Plaintiffs' allegations that
8 their rights under federal and state law were violated as a result of purported
9 wrongful conduct by Defendants related to Plaintiff Jeremy Bassett's two arrests
10 in 2012 and related criminal prosecution. Plaintiffs further allege that Defendant
11 Valento and Gayle Bassett, Plaintiff Jeremy Bassett's ex-wife, conspired to extort
12 monies from Plaintiff Jeremy Bassett regarding criminal charges filed against
13 Plaintiff Jeremy Bassett. Plaintiffs also claim that in mid-2013, Defendant
14 Valento used excessive force on Plaintiff G.B.

15 5. Good Cause Statement and Confidential Materials. The Parties
16 anticipate that during discovery in this action they will exchange documents,
17 items, or materials and other information that contain sensitive and confidential
18 information that derives actual or potential value from not being generally known
19 to the public and are the subject of reasonable efforts to maintain their
20 confidentiality. The Parties have agreed that the below-listed documents shall be
21 designated confidential documents and/or writings because the Parties believe, in
22 good faith, that these documents and/or writings are protected by the Official
23 Information Privilege, the right to privacy guaranteed in Federal Constitution,
24 First Amendment and California Constitution, Article I, Section I, and various
25 California Government, Penal, and Evidence Code sections, and thus protected
26 from disclosure. This will be accomplished by affixing to such document or
27 writing a legend, such as "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT
28 TO PROTECTIVE ORDER" or words of similar effect. Documents and writings

1 so designated, hereinafter, collectively, (“Confidential Information”), shall be
2 treated in accordance with the terms of this stipulation/protective order.

3 Documents, writings and things to be designated as such, include the following:

4 a) Any material relating to or regarding the personnel files and/or
5 records of any employee or former employee of the Burbank Police Department,
6 including Defendants Mark Armendariz and Anthony Valento ;

7 b) Any material relating to any personnel investigations
8 conducted by the Burbank Police Department or other law enforcement agency
9 regarding any member or former member of the Burbank Police Department,
10 including Defendants Anthony Valento and Mark Armendariz; and,

11 c) Any material relating to incidents involving Plaintiffs
12 containing sensitive and private information regarding third parties.

13 6. Interests In Favor Of Protective Order. This Order is necessary to
14 expedite discovery, while maintaining confidential and private information of
15 Defendants and third parties, and to protect parties or persons from annoyance,
16 embarrassment, oppression, or undue burden or expense. Further, disclosure of
17 such information without a protective order may compromise the safety of
18 Defendants and third parties.

19 7. Stipulation. The Parties are entering into this Stipulation for
20 Protective Order to protect against any improper disclosure or risk of
21 circumvention of law that might result from disclosure of sensitive and
22 confidential information as described in this Order. To informally resolve this
23 discovery matter, the Parties have agreed to this Stipulation for Protective Order
24 that carefully limits the use and dissemination of the Confidential Information.

25 8. Confidential Information. This Protective Order shall apply to all
26 Confidential Information, produced by Disclosing Party to the Receiving Party.
27 The Confidential Information may be contained in originals and copies of
28 relevant interrogatory responses obtained from Disclosing Party in this matter;

1 originals and copies of relevant documents responsive to requests for production
2 of documents obtained from the Disclosing Party in this matter; and originals and
3 copies of transcripts, video recordings, and audio recordings of any deposition
4 taken in this matter during which the Confidential Information is used,
5 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
6 shall be subject to this Protective Order as follows:

7 9. Storage Of Confidential Information. Immediately upon production
8 by the Disclosing Party, attorneys for the Receiving Party shall personally secure
9 and maintain the Confidential Information in their possession. The Confidential
10 Information shall not, under any circumstances, be left in an open or unsecured
11 location where unauthorized persons (such as unauthorized employees of counsel,
12 cleaning personnel, etc.) might have access to them.

13 10. Confidential Information Legend. All documents containing
14 Confidential Information shall be stamped “CONFIDENTIAL” or
15 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or words of similar
16 effect.

17 11. Limitation Of Use Of Confidential Information. Attorneys for the
18 Receiving Party shall not cause or knowingly permit disclosure of the contents of
19 the Confidential Information, in any manner, including orally, beyond the
20 disclosure permitted under the terms and conditions of this Order. Any such
21 disclosure shall be construed as a violation of this Order, except when used for
22 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this
23 Protective Order.

24 12. Testimony Regarding The Confidential Information. In the case of
25 depositions, any party may designate all or any portion of the deposition
26 testimony given in this litigation as Confidential Information orally during the
27 deposition. Any questions intended to elicit testimony regarding the contents of
28 the Confidential Information shall be conducted only in the presence of persons

1 authorized to review the Confidential Information as provided in this Order. Any
2 deposition transcript containing such questions and testimony shall be subject to
3 the same protections and precautions applicable to the Confidential Information.

4 13. Inadvertent Disclosure. If the Disclosing Party inadvertently
5 produces any Confidential Information without designating it as such, it may be
6 remedied by (1) promptly notifying the other parties of the error; and (2)
7 providing a substitute copy of the Confidential Information with a proper legend.
8 In that event, the Receiving Parties who have obtained inadvertently produced
9 undesignated Confidential Information will: (1) return the previously produced
10 Confidential Information and destroy all copies thereof; and (2) if the Receiving
11 Party has already disseminated the Confidential Information to any person, the
12 Receiving Party will notify all such persons receiving the Confidential
13 Information in writing of the need to return such Confidential Information and not
14 to further disseminate it. This provision applies to any and all Confidential
15 Information produced to the Receiving Party.

16 14. Limitations On The Non-Litigation Use Of Confidential
17 Information. The confidentiality of the Confidential Information exchanged
18 during discovery in this action shall be maintained, and all Confidential
19 Information exchanged will be used solely for the litigation of this action entitled.
20 Specifically, the Receiving Party may not use such documents, records, or other
21 information (or the contents thereof) for any other purpose, including use as
22 background material, or for inclusion in books, magazines, newspapers, or other
23 publications. The Receiving Party is prohibited from placing any of the
24 Confidential Information on the Internet.

25 15. Court Filings. If necessary in the judgment of attorneys for
26 Receiving Party, said attorneys may show or reveal the contents of the
27 Confidential Information to the court only pursuant to Local Rule 79-5.

28 16. Other Persons Authorized To Review Confidential Information. The

1 Receiving Parties' attorneys of record may be permitted to see originals and
2 obtain copies of the Confidential Information covered by this Order. Also,
3 Defendants, including officers, directors, employees, and experts thereof may be
4 permitted to review the Confidential Information. Additionally, paralegals,
5 secretaries, expert witnesses, and other individuals and entities that may be
6 employed or retained by the Receiving Party to assist in the preparation and/or the
7 litigation of this action may be permitted to see originals and obtain copies of the
8 Confidential Information covered by this Order, provided such experts and
9 employees have first executed the written statement set forth in Paragraph No. 18
10 below, and comply with the provisions of that section.

11 17. Applicability Of Order To Other Persons. Prior to the disclosure of
12 any Confidential Information to any person described above, attorneys for the
13 Receiving Party who seeks to use or disclose such Confidential Information shall
14 first provide any such person with a copy of this Order, and shall cause him or her
15 to execute the following acknowledgment:

16 "I, _____, do solemnly swear that
17 I am fully familiar with the terms of the Stipulated Protective
18 Order entered in this action and hereby agree to comply with
19 and be bound by the terms and conditions of the said Order
20 with respect to the handling, use and disclosure of each
21 Confidential Document. I understand that I may be subject to
22 penalties for contempt of Court if I violate this Order and
23 hereby consent to the jurisdiction of said Court for purposes of
24 enforcing this Order.

25 Dated: _____ /s/ _____"

26 This written requirement applies to, but is not limited to, paralegals, secretaries,
27 expert witnesses, and other individuals and entities that may be employed or
28 retained by the Receiving Party's counsel to assist in the preparation and/or the

1 litigation of this action. The Receiving Party shall be responsible for maintaining
2 the signed original of each such written statement until the conclusion of these
3 proceedings, including any appeal.

4 18. No waiver of objections. Nothing in this Stipulation and Order
5 constitutes any decision by the Court concerning discovery disputes or the
6 admission into evidence of any specific document or testimony or liability for
7 payment of any costs of production or reproduction of documents. This Order
8 also does not constitute a waiver by any party of any right to object to discovery
9 or admission into evidence of any document, record, testimony or other
10 information that is subject to this Order. Nor do Defendants waive any privileges,
11 including, but not limited to, the investigatory files or official information
12 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*
13 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

14 19. Subpoena for Confidential Information. In the event that the
15 Receiving Party receives a subpoena, discovery request, or other legal process
16 seeking production of Confidential Information, the Receiving Party must give
17 prompt written notice to the Disclosing Party. The Receiving Party shall inform
18 the person or entity seeking the information of the existence of this Stipulation
19 and Order and shall not produce the Confidential Information absent a Court
20 Order requiring such production.

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

24 21. Return of Confidential Information. No more than thirty (30)
25 calendar days after the conclusion of this case the Receiving Party and every
26 other person and/or entity who received originals or copies of the Confidential
27 Information shall return all originals, copies of the Confidential Information, and
28 material derived therefrom, including, but not limited to, all log(s) of persons

1 authorized to review the protected documents and the written statement(s)
2 acknowledging the terms and provisions of this Order pursuant to Paragraph
3 No. 18 of this Order, to the Disclosing Party care of:

4 Dennis M. Gonzales, Esq.
5 Raymond W. Sakai, Esq.
6 Lawrence Beach Allen & Choi, PC
7 100 West Broadway, Suite 1200
8 Glendale, California 91210-1219

9 Alternatively, the Receiving Party and every other person and/or entity who
10 received originals or copies of the Confidential Information may destroy all such
11 material and material derived therefrom within thirty (30) calendar days after the
12 conclusion of this case. Additionally, within thirty (30) calendar days after the
13 conclusion of this case, counsel for the Receiving Party shall send a signed
14 declaration stating that such material has been destroyed pursuant to this
15 Protective Order. This case has concluded when (i) a final judgment has been
16 entered by the Court or the case has otherwise been dismissed with prejudice; (ii)
17 the time for any objection to or request for reconsideration of such a judgment or
18 dismissal has expired; (iii) all available appeals have concluded or the time for
19 such appeals has expired; and (iv) any post appeal proceedings have themselves
20 concluded.

21 22. Survivability Of This Protective Order. This Stipulation and
22 Protective Order shall survive the termination of this action, and the Court shall
23 retain jurisdiction to enforce it.

24 IT IS SO ORDERED.

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26 

27 Dated: June 13, 2014 -

28 Honorable Carla Woehrle
United States Magistrate Judge