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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendants
 7 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
 ad litem JEREMY BASSETT, A. B.
 14 through her guardian ad litem
 15 JEREMY BASSETT,

Case No. CV 14-01348 SVW (CWx)
 Magistrate Judge Carla Woehrle

**AMENDED PROTECTIVE ORDER
 RE CONFIDENTIAL MATERIALS**

*[Stipulation for Protective Order filed
 concurrently herewith]*

Plaintiffs,

vs.

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

Defendants.

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 Defendants City of
2 Burbank and Anthony Valento and non-party City of Glendale.

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 Defendants
22 believe, in good faith, that these documents and/or writings are protected by the
23 Official Information Privilege, the right to privacy guaranteed in Federal
24 Constitution, First Amendment and California Constitution, Article I, Section I,
25 and various California Government, Penal, and Evidence Code sections, and thus
26 protected from disclosure. This will be accomplished by affixing to such
27 document or writing a legend, such as "CONFIDENTIAL" or "CONFIDENTIAL
28 – SUBJECT TO PROTECTIVE ORDER" or words of similar effect. Documents

1 and writings so designated, hereinafter, collectively, (“Confidential
2 Information”), shall be treated in accordance with the terms of this
3 stipulation/protective order. Documents, writings and things to be designated as
4 such, include the following:

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

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

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

14 d) Any material, including but not limited to records from the
15 Glendale Police Department, pertaining to allegations or investigations about
16 abuse of Plaintiff minors or any minors, which is produced pursuant to subpoena;
17 and

18 e) Any confidential, sensitive and/or private material relating to
19 the federal criminal prosecution of Anthony Valento and Gayle Bassett, including
20 material from the United States Attorney’s Office.

21 6. Interests In Favor Of Protective Order. This Order is necessary to
22 expedite discovery, while maintaining confidential and private information of
23 Defendants and third parties, and Defendants believe it is necessary to protect
24 parties or persons from annoyance, embarrassment, oppression, or undue burden
25 or expense. Further, Defendant contends disclosure of such information without a
26 protective order may compromise the safety of Defendants and third parties.

27 7. Stipulation. The Parties are entering into this Stipulation for
28 Protective Order to protect against any improper disclosure or risk of

1 circumvention of law that might result from disclosure of sensitive and
2 confidential information as described in this Order. To informally resolve this
3 discovery matter, the Parties have agreed to this Stipulation for Protective Order
4 that carefully limits the use and dissemination of the Confidential Information.

5 8. Confidential Information. This Protective Order shall apply to all
6 Confidential Information, produced by Disclosing Party to the Receiving Party.
7 The Confidential Information may be contained in originals and copies of
8 relevant interrogatory responses obtained from Disclosing Party in this matter;
9 originals and copies of relevant documents responsive to requests for production
10 of documents obtained from the Disclosing Party in this matter; and originals and
11 copies of transcripts, video recordings, and audio recordings of any deposition
12 taken in this matter during which the Confidential Information is used,
13 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
14 shall be subject to this Protective Order as follows:

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

21 10. Confidential Information Legend. All documents containing
22 Confidential Information shall be stamped “CONFIDENTIAL” or
23 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or words of similar
24 effect. Such stamp shall not obscure the document.

25 11. Limitation Of Use Of Confidential Information. Attorneys for the
26 Receiving Party shall not cause or knowingly permit disclosure of the contents of
27 the Confidential Information, in any manner, including orally, beyond the
28 disclosure permitted under the terms and conditions of this Order. Any such

1 disclosure shall be construed as a violation of this Order, except when used for
2 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this
3 Protective Order.

4 12. Testimony Regarding The Confidential Information. In the case of
5 depositions, any party may designate all or any portion of the deposition
6 testimony given in this litigation as Confidential Information orally during the
7 deposition. Any questions intended to elicit testimony regarding the contents of
8 the Confidential Information shall be conducted only in the presence of persons
9 authorized to review the Confidential Information as provided in this Order. The
10 Parties may be present for any such testimony. Any deposition transcript
11 containing such questions and testimony shall be subject to the same protections
12 and precautions applicable to the Confidential Information.

13 13. Inadvertent Disclosure. If the Disclosing Party inadvertently
14 produces any Confidential Information without designating it as such, it may be
15 remedied by (1) promptly notifying the other parties of the error; and (2)
16 providing a substitute copy of the Confidential Information with a proper legend.
17 In that event, the Receiving Parties who have obtained inadvertently produced
18 undesignated Confidential Information will: (1) return the previously produced
19 Confidential Information and destroy all copies thereof; and (2) if the Receiving
20 Party has already disseminated the Confidential Information to any person, the
21 Receiving Party will notify all such persons the information was disseminated to
22 the Confidential Information in writing of the need to return such Confidential
23 Information and not to further disseminate it. This provision applies to any and
24 all Confidential Information produced to the Receiving Party.

25 14. Limitations On The Non-Litigation Use Of Confidential
26 Information. The confidentiality of the Confidential Information received from
27 Defendant during discovery in this action shall be maintained, and all
28 Confidential Information exchanged will be used solely for the litigation of this

1 action entitled. Specifically, the Receiving Party may not use such documents,
2 records, or other information (or the contents thereof) for any other purpose,
3 including use as background material, or for inclusion in books, magazines,
4 newspapers, or other publications. The Receiving Party is prohibited from
5 placing any of the Confidential Information on the Internet.

6 15. Court Filings. If necessary in the judgment of attorneys for
7 Receiving Party, said attorneys may show or reveal the contents of the
8 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth
9 Circuit Rule 27-13. Receiving Party will inform the Court and Parties of any
10 Confidential Information it intends to present during trial so appropriate measure
11 may be considered by the Court that may be necessary to protect the Confidential
12 Information. Receiving Party's presentation of Confidential Information during
13 trial will not require compliance with the written consent as set forth in paragraph

14 16. Other Persons Authorized To Review Confidential Information. The
15 Receiving Parties' attorneys of record may be permitted to see originals and
16 obtain copies of the Confidential Information covered by this Order. Also,
17 Defendants, including officers, directors, employees, and experts thereof may be
18 permitted to review the Confidential Information. Additionally, paralegals,
19 secretaries, expert witnesses, and other individuals and entities that may be
20 employed or retained by the Receiving Party to assist in the preparation and/or the
21 litigation of this action may be permitted to see originals and obtain copies of the
22 Confidential Information covered by this Order, provided such experts and
23 employees have first executed the written statement set forth in Paragraph No. 18
24 below, and comply with the provisions of that section. The Parties' attorneys
25 may review the Confidential Information with the Parties they represent.

26 17. Applicability Of Order To Other Persons. Prior to the disclosure of
27 any Confidential Information to any person described above, attorneys for the
28 Receiving Party who seeks to use or disclose such Confidential Information shall

1 first provide any such person with a copy of this Order, and shall cause him or her
2 to execute the following acknowledgment:

3 “I, _____, do solemnly swear that
4 I am fully familiar with the terms of the Stipulated Protective
5 Order entered in this action and hereby agree to comply with
6 and be bound by the terms and conditions of the said Order
7 with respect to the handling, use and disclosure of each
8 Confidential Document. I understand that I may be subject to
9 penalties for contempt of Court if I violate this Order and
10 hereby consent to the jurisdiction of said Court for purposes of
11 enforcing this Order.

12 Dated: _____ /s/ _____”

13 This written requirement applies to, but is not limited to, expert witnesses and
14 other individuals and entities that may be employed or retained by the Receiving
15 Party’s counsel to assist in the preparation and/or the litigation of this action. The
16 Receiving Party shall be responsible for maintaining the signed original of each
17 such written statement until the conclusion of these proceedings, including any
18 appeal. Counsel for Receiving Parties shall insure that their office staff,
19 including, but not limited to, paralegals and secretaries, shall be made aware of
20 their obligations under this protective order.

21 18. No waiver of objections. Nothing in this Stipulation and Order
22 constitutes any decision by the Court concerning discovery disputes or the
23 admission into evidence of any specific document or testimony or liability for
24 payment of any costs of production or reproduction of documents. This Order
25 also does not constitute a waiver by any party of any right to object to discovery
26 or admission into evidence of any document, record, testimony or other
27 information that is subject to this Order. Nor do Defendants waive any privileges,
28 including, but not limited to, the investigatory files or official information

1 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*
2 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order. By
3 signing this order Receiving Parties do not agree that any of these documents are
4 protected by any such privileges.

5 19. Subpoena for Confidential Information. In the event that the
6 Receiving Party receives a subpoena, discovery request, or other legal process
7 seeking production of Confidential Information, the Receiving Party must give
8 prompt written notice to the Disclosing Party. The Receiving Party shall inform
9 the person or entity seeking the information of the existence of this Stipulation
10 and Order and shall not produce the Confidential Information absent a Court
11 Order requiring such production.

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

15 21. Return of Confidential Information. No more than thirty (30)
16 calendar days after the conclusion of this case the Receiving Party and every
17 other person and/or entity who received originals or copies of the Confidential
18 Information shall return all originals, copies of the Confidential Information, and
19 material derived therefrom, including, but not limited to, all log(s) of persons
20 authorized to review the protected documents and the written statement(s)
21 acknowledging the terms and provisions of this Order pursuant to Paragraph
22 No. 18 of this Order, to the Disclosing Party care of:

23 Dennis M. Gonzales, Esq.
24 Raymond W. Sakai, Esq.
25 Lawrence Beach Allen & Choi, PC
26 100 West Broadway, Suite 1200
27 Glendale, California 91210-1219
28

1 Alternatively, the Receiving Party and every other person and/or entity
2 who received originals or copies of the Confidential Information may destroy all
3 such material and material derived therefrom within thirty (30) calendar days
4 after the conclusion of this case. Additionally, within thirty (30) calendar days
5 after the conclusion of this case, counsel for the Receiving Party shall send a
6 signed declaration stating that such material has been destroyed pursuant to this
7 Protective Order. This case has concluded when (i) a final judgment has been
8 entered by the Court or the case has otherwise been dismissed with prejudice; (ii)
9 the time for any objection to or request for reconsideration of such a judgment or
10 dismissal has expired; (iii) all available appeals have concluded or the time for
11 such appeals has expired; (iv) any post appeal proceedings have themselves
12 concluded; and (v) after payment of monies due, if any, to Plaintiff and/or their
13 attorneys, whether via judgment, settlement or otherwise. The Parties understand
14 that they have no control over documents in possession of the District Court and
15 Courts of Appeal. The Receiving Party has no obligation to obtain any such
16 Confidential Information that was filed with the court, or part of the trial of this
17 matter, other than filing documents in compliance with paragraph 16 or
18 Confidential Information returned by the Courts(s).

19 No more than thirty (30) calendar days after the conclusion of this case the
20 Receiving Party and every other person and/or entity who received originals or
21 copies of non-party City of Glendale’s Confidential Information shall destroy all
22 such material and notify the Glendale Records Bureau Administrator of the same.

23 Glendale Police Department
24 Records Bureau Administrator
25 131 North Isabel Street
26 Glendale, CA 91206

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

IT IS SO ORDERED.

Dated: June 19, 2014

Carla M. Woehrle

Honorable Carla Woehrle
United States Magistrate Judge