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IT IS SO ORDERED.  
DATED: August 25, 2014  
*Alicia G. Rosenberg*  
UNITED STATES MAGISTRATE JUDGE

NOTE CHANGES MADE BY THE COURT

Attorneys for Plaintiff, TARA MCMAHON

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 TARA MCMAHON, an individual,  
12 Plaintiff,  
13 vs.  
14 CITY OF LOS ANGELES, et al.,  
15 Defendants.

Case No. CV14-2085 CAS(AGR~~x~~)

STIPULATION FOR PROTECTIVE  
ORDER REGARDING  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION

NOTE CHANGES MADE BY THE COURT

16  
17 Whereas Plaintiff Tara McMahon has propounded requests for production of  
18 documents upon Defendant City of Los Angeles pertaining to official and confidential  
19 information, contained in documents maintained by the Defendants, and whereas the  
20 parties having met and conferred, the parties have stipulated to the following terms and  
21 conditions:

22 **A. ITEMS COVERED BY THIS PROTECTIVE ORDER**

23 1. The protective order applies only to the following:

24 a. Internal affairs investigation of defendants pertaining to Officers  
25 Nichols and Valenzuela and plaintiff.

26 b. Medical records of any party.  
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1           2. Should any party wish to stamp any of the above records as  
2 “CONFIDENTIAL” that party may not stamp the records in such a way as to cover any  
3 written portion of the records. The documents must remain completely legible.

4           3. Birth dates, social security numbers and driver’s license numbers may be  
5 redacted from the records produced, which are NOT covered by this protective order.

6           **B. USE OF RECORDS**

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8           1. Absent further order of the Court, the items covered by this protective order  
9 may be used in this case only, including any appeals, and not for any other purpose  
10 whatsoever.

11           2. Items covered by this protective order, including any related copies,  
12 summaries, extracts, notes, photographs, memos, audiotapes and transcripts, shall not  
13 be disclosed, except to the following persons:

14                   a. The attorneys of record, including legal assistants, paralegals,  
15 investigators and clerical employees working under counsel’s supervision,  
16 as well as outside copying, graphic, computer services, and court reporters  
17 performing services in connection with this action;

18                   b. Experts, consultants, investigators and their employees, retained  
19 and/or consulted by the attorneys of record to assist in the preparation of  
20 this action;

21                   c. The parties, including their officers, agents and employees who  
22 are directly assisting counsel with the conduct or resolution of this action;

23                   d. Witnesses while being examined by counsel at a deposition or  
24 trial. However, if the item is attached as an exhibit to a deposition  
25 transcript, the copy attached as an exhibit shall be redacted to omit names,  
26 birth dates, social security numbers, and addresses.  
27  
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1 3. Before any disclosure of the items covered by this protective order, they will  
2 inform any person identified in Paragraph 2 above, of the terms of the protective order.

3 4. If any party wishes to disclose items covered by this protective order to any  
4 person other than those listed in Paragraph 2 above, that party shall give written notice  
5 to the non-disclosing party so that the non-disclosing party can make a motion to  
6 prevent the disclosure. The party wishing to disclose the information will not to do so  
7 unless and until agreement with the other party is reached, or the other party's motion  
8 is ruled on by the court. If however, the other party does not file its motion within two  
9 weeks of the notice, the party wishing to disclose the information may deem the issue  
10 to have been abandoned.

11 5. Upon final determination of this action, whether by judgment, settlement or  
12 otherwise, including all appeals, and upon the producing party's request, any party  
13 having received confidential material shall return those items, along with all copies, to  
14 the producing party. Any messenger or postage fees shall be paid by the requesting  
15 party. In the alternative, the producing party may request the items be destroyed. This  
16 provision does not obligate the Court to act in a certain matter in relation to the  
17 confidential documents.  
18

19 6. If any party who receives Confidential Information receives a subpoena or  
20 other request seeking Confidential Information, he, she or it shall immediately give  
21 written notice to the producing party's counsel, identifying the Confidential Information  
22 sought and the time in which production or other disclosure is required, and shall object  
23 to the request or subpoena on the grounds of this stipulation so as to afford the  
24 producing parties an opportunity to obtain an order barring production or other  
25 disclosure, or to otherwise respond to the subpoena or other request for production or  
26 disclosure of Confidential Material. Other than objecting on the grounds of this  
27  
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1 stipulation, no party shall be obligated to seek an order barring production of  
2 Confidential Information, which obligation shall be borne by the producing parties.  
3 However, in no event should production or disclosure be made without written approval  
4 by the producing party's counsel unless required by court order arising from a motion  
5 to compel production or disclosure of Confidential Information.

6  
7 7. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
8 written submissions to the Court in this litigation which contains or discloses  
9 confidential information shall be filed and maintained under Local Rule 79-5, which  
10 governs the filing of documents under seal. If confidential material is included in any  
11 papers to be filed in Court, such papers shall be accompanied by an application to file  
12 the papers – or the confidential portion thereof – under seal; the application must  
13 demonstrate good cause for the under seal filing. The application shall be directed to the  
14 judge to whom the papers are directed. Pending the ruling on the application, the papers  
15 or portions thereof subject to the sealing application shall be lodged under seal.

16  
17 8. At the commencement of trial, unless good cause is shown, the terms of the  
18 protective order are dissolved, except for the return of the confidential documents to the  
19 party providing them at the completion of the case.

20 9. Counsel for the parties hereto agree <sup>to request</sup> that any motions, applications or other pre-  
21 trial proceedings which entail the discussion or disclosure of Confidential Information  
22 be heard by the Court outside the presence of the jury or potential jurors, ~~unless having~~  
23 ~~heard from counsel, the Court orders otherwise.~~ <sup>to request</sup> Counsel for the parties further agree that  
24 during any portion of the trial of this action which could entail the discussion or  
25 disclosure of Confidential Information, access to the courtroom be limited to parties,  
26 their family members, their counsel and other designated representative, experts or  
27 consultants who agree to be bound by this stipulation, testifying witnesses and court  
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1 personnel, unless having heard from counsel, the Court orders otherwise.

2 10. Nothing herein shall prejudice any party's rights to object to the introduction  
3 of any Confidential Information into evidence, on grounds including but not limited to  
4 relevance and privilege.

5 11. This Stipulation may be signed in parts and may be transmitted by  
6 facsimile as if it were the original document.

7 **C. OTHER**

8  
9 1. The execution of this protective order shall not preclude any party from  
10 moving the court for other or further protective orders during this action.

11 2. This protective order is subject to amendment and modification by further  
12 stipulation among counsel and/or by order of the Court.

13 **IT IS SO STIPULATED:**

14 DATED: July 24, 2014

15  
16 By \_\_\_\_\_ /S/  
17 **GEOFFREY PLOWDEN**, Deputy City Attorney  
18 *Attorneys for Defendant City of Los Angeles*

19 DATED: July 24, 2014

20 By \_\_\_\_\_ /S/  
21 **CALEB MASON**  
22 *Attorneys for Plaintiff Tara Mc Mahaon*

23 DATED: July 24, 2014

24 By \_\_\_\_\_ /S/  
25 **PETER FERGUSOIN**  
26 *Attorneys for Defendant James Nichols*

27 DATED: July 24, 2014

28 By \_\_\_\_\_ /S/  
**THOMAS HURRELL**  
*Attorneys for Defendant Luis Valenzuela*