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

ALONI BONILLA,
Plaintiff,

v.

JOSE A. RAMIREZ, in his individual
and official capacities; DOES 1-10,
Defendants.

CASE NO.: CV 14-02174 BRO (JPRx)

**ORDER ON STIPULLATED
PROTECTIVE ORDER**

For good cause showing, based on the Stipulation of Parties Regarding the
Protective Order:

IT IS HEREBY ORDERED that;

The following Stipulated Protective Order is GRANTED.

Stipulated Protective Order

1 Plaintiff Aloni Bonilla (“Plaintiff”) and Defendants C.H.P. Officer Jose A. Ramirez and
2 C.H.P. Officer Robert Bernardino (collectively “Defendants”), through their respective attorneys of
3 record, stipulate to the following protective order:

4 1. PURPOSES AND LIMITATIONS

5 Disclosure and discovery activity in this action are likely to involve production of
6 confidential, proprietary, or private information for which special protection from public disclosure
7 and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly,
8 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
9 Order. The parties acknowledge that this Stipulated Protective Order (“Order”) does not confer
10 blanket protections on all disclosures or responses to discovery and that the protection it affords
11 extends only to the limited information or items that are entitled under the applicable legal principles
12 to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that
13 this Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5
14 sets forth the procedures that must be followed and reflects the standards that will be applied when a
15 party seeks permission from the court to file material under seal.

16 2. DEFINITIONS

17 2.1 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and outside counsel (and their support staff).

19 2.2 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner generated, stored or maintained (including, among other things, testimony,
21 transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery
22 in this matter.

23 2.3 “Confidential” Information or Items: information (regardless of how
24 generated, stored or maintained) or tangible things that qualify for protection under standards
25 developed under F.R.Civ.P. 26 (c). This material includes, but is not limited to, Defendants’
26 personnel records, and other similar confidential records designated as such, including the existence
27 of such records and/or information.

28 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:

1 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or non-
2 party would create a substantial risk of serious injury that could not be avoided by less restrictive
3 means.

4 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
7 Material in this action.

8 2.7 Designating Party: a Party or non-party that designates information or items
9 that it produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential
10 – Attorneys’ Eyes Only.”

11 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
12 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

13 2.9 Outside Counsel: attorneys who are not employees of a Party but who are
14 retained to represent or advise a Party in this action.

15 2.10 House Counsel: attorneys who are employees of a Party.

16 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as
17 their support staffs).

18 2.12 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness
20 or as a consultant in this action and who is not a past or a current employee of a Party or of a
21 competitor of a Party’s and who, at the time of retention, is not anticipated to become an employee of
22 a Party or a competitor of a Party’s.

23 2.13 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
25 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
26 subcontractors.

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28 3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only Protected Material (as
2 defined above), but also any information copied or extracted therefrom, as well as all copies,
3 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
4 parties or counsel to or in court or in other settings that might reveal Protected Material.

5 4. DURATION

6 Even after the termination of this litigation, the confidentiality obligations imposed by this
7 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
8 otherwise directs.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
11 Party or non-party that designates information or items for protection under this Order must take care
12 to limit any such designation to specific material that qualifies under the appropriate standards. A
13 Designating Party must take care to designate for protection only those parts of material, documents,
14 items, or oral or written communications that qualify – so that other portions of the material,
15 documents, items or communications for which protection is not warranted are not swept
16 unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
18 shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
19 unnecessarily encumber or retard the case development process, or to impose unnecessary expenses
20 and burdens on other parties), expose the Designating Party to sanctions.

21 If it comes to a Party's or a non-party's attention that information or items that it
22 designated for protection do not qualify for protection at all, or do not qualify for the level of
23 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
24 withdrawing the mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this
26 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
27 material that qualifies for protection under this Order must be clearly so designated before the
28 material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (apart from transcripts of
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of
5 each page that contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
7 by making appropriate markings in the margins) and must specify, for each portion, the level of
8 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY”).

10 A Party or non-party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party has indicated which
12 material it would like copied and produced. During the inspection and before the designation, all of
13 the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
15 copied and produced, the Producing Party must determine which documents, or portions thereof,
16 qualify for protection under this Order, then, before producing the specified documents, the
17 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected
19 Material. If only a portion or portions of the material on a page qualifies for protection, the
20 Producing Party must clearly identify the protected portion(s) (e.g., by making appropriate markings
21 in the margins) and must specify, for each portion, the level of protection being asserted (either
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

23 (b) for testimony given in deposition or in other pretrial discovery
24 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record,
25 before the close of the deposition, hearing, or other proceeding, all protected testimony, and further
26 specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’
27 EYES ONLY.” When it is impractical to identify separately each portion of testimony that is entitled
28 to protection, and when it appears that substantial portions of the testimony may qualify for

1 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
2 record (before the deposition or proceeding is concluded) a right to have up to twenty (20) days to
3 identify the specific portions of the testimony as to which protection is sought and to specify the level
4 of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY”). Only those portions of the testimony that are appropriately designated for protection
6 within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

7 Transcript pages containing Protected Material must be separately bound by
8 the court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-
10 party offering or sponsoring the witness or presenting the testimony.

11 (c) for information produced in some form other than documentary, and for
12 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
13 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information
15 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
16 portions, specifying whether they qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY.”

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
19 designate qualified information or items as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” does not, standing alone, waive the Designating Party’s right to
21 secure protection under this Order for such material. If material is appropriately designated as
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” after the
23 material was initially produced, the Receiving Party, on timely notification of the designation, must
24 make reasonable efforts to assure that the material is treated in accordance with this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
27 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
28 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its

1 right to challenge a confidentiality designation by electing not to mount a challenge promptly after
2 the original designation is disclosed.

3 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
4 Party's confidentiality designation must do so in good faith and must begin the process by conferring
5 directly (in voice-to-voice dialogue; other forms of communication are not sufficient) with counsel
6 for the Designating Party. In conferring, the challenging Party must explain the basis for its belief
7 that the confidentiality designation was not proper and must give the Designating Party an
8 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
9 designation is offered, to explain the basis for the chosen designation. A challenging Party may
10 proceed to the next stage of the challenge process only if it has engaged in this meet and confer
11 process first.

12 6.3 Judicial Intervention. A Party that elects to press a challenge to a
13 confidentiality designation after considering the justification offered by the Designating Party may
14 file and serve a motion under Local Rule 37 (and in compliance with Civil Local Rule 79-5, if
15 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.
16 Each such motion must be accompanied by a competent declaration that affirms that the movant has
17 complied with the meet and confer requirements imposed in the preceding paragraph and Rule 37 and
18 that sets forth with specificity the justification for the confidentiality designation that was given by
19 the Designating Party in the meet and confer dialogue.

20 The burden of persuasion in any such challenge proceeding shall be on the
21 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
22 material in question the level of protection to which it is entitled under the Producing Party's
23 designation.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a non-party in connection with this case only for
27 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
28 disclosed only to the categories of persons and under the conditions described in this Order. When

1 the litigation has been terminated, a Receiving Party must comply with the provisions of section 11,
2 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location
4 and in a secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
6 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose
7 any information or item designated CONFIDENTIAL only to:

8 (a) the Receiving Party’s Outside Counsel of record in this action, as well
9 as employees of said Counsel to whom it is reasonably necessary to disclose the information for this
10 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached
11 hereto as Exhibit A;

12 (b) the officers, directors, and employees (including House Counsel) of the
13 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
14 the “Agreement to Be Bound by Protective Order” (Exhibit A);

15 (c) experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
17 Bound by Protective Order” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters, their staffs, and professional vendors to whom
20 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
21 Bound by Protective Order” (Exhibit A);

22 (f) during their depositions, witnesses in the action to whom disclosure is
23 reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order”
24 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal
25 Protected Material must be separately bound by the court reporter and may not be disclosed to
26 anyone except as permitted under this Stipulated Protective Order.

27 (g) the author of the document or the original source of the information.

28 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
2 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

4 (a) the Receiving Party’s Outside Counsel of record in this action, as well
5 as employees of said Counsel to whom it is reasonably necessary to disclose the information for this
6 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached
7 hereto as Exhibit A;

8 (b) House Counsel of a Receiving Party (1) to whom disclosure is
9 reasonably necessary for this litigation, and (2) who has signed the “Agreement to Be Bound by
10 Protective Order” (Exhibit A);

11 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably
12 necessary for this litigation, and (2) who have signed the “Agreement to Be Bound by Protective
13 Order” (Exhibit A);

14 (d) the Court and its personnel;

15 (e) court reporters, their staffs, and professional vendors to whom
16 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
17 Bound by Protective Order” (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom disclosure is
19 reasonably necessary and who have signed the “Agreement to be Bound by Protective Order.” Pages
20 of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
21 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
22 this Stipulated Protective Order. In the event the parties cannot agree upon whether disclosure is
23 “reasonably necessary” said parties shall meet and confer on the matter and if there is no resolution
24 may seek relief from the Court under Local Rule 37.

25 (g) the author of the document or the original source of information.

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28 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER

1 LITIGATION

2 If a Receiving Party is served with a subpoena or an order issued in other litigation that would
3 compel disclosure of any information or items designated in this action as “CONFIDENTIAL” or
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify
5 the Designating Party, in writing (by fax, if possible) immediately and in no event more than three
6 court days after receiving the subpoena or order. Such notification must include a copy of the
7 subpoena or court order.

8 The Receiving Party also must immediately inform in writing the Party who caused the
9 subpoena or order to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
11 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that caused
12 the subpoena or order to issue.

13 The purpose of imposing these duties is to alert the interested parties to the existence of this
14 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
15 confidentiality interests in the court from which the subpoena or order issued. The Designating Party
16 shall bear the burdens and the expenses of seeking protection in that court of its confidential material
17 – and nothing in these provisions should be construed as authorizing or encouraging a Receiving
18 Party in this action to disobey a lawful directive from another court.

19 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
22 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
23 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the
24 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)
25 request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
26 attached hereto as Exhibit A.

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28 10. FILING PROTECTED MATERIAL

1 Without written permission from the Designating Party or a court order secured after
2 appropriate notice to all interested persons, a Party may not file in the public record in this action any
3 Protected Material. A Party that seeks to file under seal any Protected Material must comply with
4 Civil Local Rule 79-5.

5 11. FINAL DISPOSITION

6 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days
7 after the final termination of this action, defined as the dismissal or entry of judgment by the district
8 court, or if an appeal is filed, the disposition of the appeal, each Receiving Party must return all
9 Protected Material to the Producing Party. As used in this subdivision, "all Protected Material"
10 includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing
11 any of the Protected Material. With permission in writing from the Designating Party, the Receiving
12 Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected
13 Material is returned or destroyed, the Receiving Party must submit a written certification to the
14 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day
15 deadline that identifies (by category, where appropriate) all the Protected Material that was returned
16 or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,
17 compilations, summaries or other forms of reproducing or capturing any of the Protected Material.
18 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
19 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such
20 materials contain Protected Material. Any such archival copies that contain or constitute Protected
21 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
24 to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
26 Order no Party waives any right it otherwise would have to object to disclosing or producing any
27 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
28 Party waives any right to object on any ground to use in evidence any of the material covered by this

1 Protective Order.

2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

3 EXHIBIT A

4 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

5 I, _____ [print or type full name] of

6 _____
7 [print or type full address], declare under penalty of perjury that I have read in its entirety and
8 understood the Stipulated Protective Order that was issued by the United States District Court for the
9 Central District of California on _____ [date] in the case of *Aloni Bonilla v.*
10 *Jose A. Ramirez et al.*, Case No. CV14-2174 BRO (JPRx). I agree to comply with and to be bound
11 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to
12 so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
13 promise that I will not disclose in any manner any information or item that is subject to this
14 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of
15 this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for the Central
17 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
18 if such enforcement proceedings occur after termination of this action.

19 I hereby appoint _____ [print or type full name] of

20 _____
21 [print or type full address and telephone number] as my California agent for service of process in
22 connection with this action or any proceedings related to enforcement of this Stipulated Protective
23 Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

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IT IS SO ORDERED.

DATED: December 9, 2015



Hon. Jean P. Rosenbluth
United States Magistrate Judge

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