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

13 N.A.M., a minor, individually and as
 Successor in Interest to JAVIER
 14 MENDEZ, deceased, by and through
 her Guardian Ad Litem, ALINE
 15 BILAMDJIAN, and N.O.M., a minor,
 individually and as Successor in
 16 Interest to JAVIER MENDEZ,
 deceased, by and through his Guardian
 17 Ad Litem, ALINE BILAMDJIAN,
 18 Plaintiffs,
 19 vs.
 20 COUNTY OF LOS ANGELES, a
 municipal entity, and DOES 1 through
 21 10, inclusive,
 22 Defendants.

Case No. CV 14-04090 JFW (AJWx)
 Honorable Andrew J. Wistrich
**PROTECTIVE ORDER RE
 CONFIDENTIAL MATERIALS**
*[Stipulation for Protective Order filed
 concurrently herewith]*

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

- 27 1. Plaintiffs. Plaintiffs are N.A.M., a minor, individually and as
 28 Successor in Interest to JAVIER MENDEZ, deceased, by and through her

1 Guardian Ad Litem, ALINE BILAMDJIAN, and N.O.M., a minor, individually
2 and as Successor in Interest to JAVIER MENDEZ, deceased, by and through his
3 Guardian Ad Litem, ALINE BILAMDJIAN, (hereinafter “Plaintiffs”).

4 2. Defendant. Defendant is County of Los Angeles (hereinafter
5 “Defendant”) (Plaintiff and Defendant are collectively referred to hereinafter as
6 “the Parties”).

7 3. Disclosing Party. Disclosing Party shall refer to Defendant County
8 of Los Angeles.

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

13 5. Case Summary. This case arises from Plaintiffs’ allegations that
14 their rights were violated by Defendant arising from the death of Decedent Javier
15 Mendez (“Decedent”) on February 13, 2014.

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

1 (“Confidential Information”), shall be treated in accordance with the terms of this
2 stipulation/protective order. Documents, writings and things to be designated as
3 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 Los Angeles County Sheriff’s
6 Department (“LASD”);

7 b) Any material relating to any personnel investigations
8 conducted by the LASD or other law enforcement agency regarding any member
9 or former member of the LASD;

10 c) Any material relating to incidents involving Plaintiffs or
11 Decedent containing sensitive and private information regarding third parties;

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

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

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

25 8. Stipulation. The Parties are entering into this Stipulation for
26 Protective Order to protect against any improper disclosure or risk of
27 circumvention of law that might result from disclosure of sensitive and
28 confidential information as described in this Order. To informally resolve this

1 discovery matter, the Parties have agreed to this Stipulation for Protective Order
2 that carefully limits the use and dissemination of the Confidential Information.

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

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

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

23 12. Limitation Of Use Of Confidential Information. Attorneys for the
24 Receiving Party shall not cause or knowingly permit disclosure of the contents of
25 the Confidential Information, in any manner, including orally, beyond the
26 disclosure permitted under the terms and conditions of this Order. Any such
27 disclosure shall be construed as a violation of this Order, except when used for
28 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this

1 Protective Order.

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

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

23 15. Limitations On The Non-Litigation Use Of Confidential
24 Information. The confidentiality of the Confidential Information received from
25 Defendant during discovery in this action shall be maintained, and all
26 Confidential Information exchanged will be used solely for the litigation of this
27 action entitled. Specifically, the Receiving Party may not use such documents,
28 records, or other information (or the contents thereof) for any other purpose,

1 including use as background material, or for inclusion in books, magazines,
2 newspapers, or other publications. The Receiving Party is prohibited from
3 placing any of the Confidential Information on the Internet.

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

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

24 18. Applicability Of Order To Other Persons. Prior to the disclosure of
25 any Confidential Information to any person described above, attorneys for the
26 Receiving Party who seeks to use or disclose such Confidential Information shall
27 first provide any such person with a copy of this Order, and shall cause him or her
28 to execute the following acknowledgment:

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

10 Dated: _____ /s/_____”

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

19 19. No waiver of objections. Nothing in this Stipulation and Order
20 constitutes any decision by the Court concerning discovery disputes or the
21 admission into evidence of any specific document or testimony or liability for
22 payment of any costs of production or reproduction of documents. This Order
23 also does not constitute a waiver by any party of any right to object to discovery
24 or admission into evidence of any document, record, testimony or other
25 information that is subject to this Order. Nor do Defendant waive any privileges,
26 including, but not limited to, the investigatory files or official information
27 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*
28 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order. By

1 signing this order Receiving Parties do not agree that any of these documents are
2 protected by any such privileges.

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

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

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

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

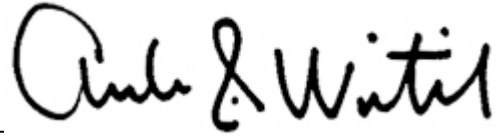
26 Alternatively, the Receiving Party and every other person and/or entity who
27 received originals or copies of the Confidential Information may destroy all such
28 material and material derived therefrom within thirty (30) calendar days after the
conclusion of this case. Additionally, within thirty (30) calendar days after the

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

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

18 IT IS SO ORDERED.

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20 Dated: __11/5/2014



Honorable Andrew J. Wistrich
United States Magistrate Judge

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