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

RANI WESLEY,

Plaintiff,

vs.

THE CITY OF LOS ANGELES a Public
Entity, and SEAN LAULE, individually,
AND does 1-10,

Defendants.

CASE NO.: CV14-06611 GW (ASx)
Hon. George Wu, Ctrm. 10
Hon. Mag. Alka Sagar, Ctrm. F, 9th Fl.

**AMENDED STIPULATED
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords

1 from public disclosure and use extends only to the limited information or items that are
2 entitled to confidential treatment under the applicable legal principles. The parties further
3 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
4 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
5 sets forth the procedures that must be followed and the standards that will be applied
6 when a party seeks permission from the court to file material under seal.

7 **B. GOOD CAUSE STATEMENT**

8 This civil rights action is likely to involve evidence and testimony regarding
9 Plaintiff's employment records and disciplinary action alleged to have been taken by
10 Plaintiff's employer against her as a result of the underlying arrest at issue. As such,
11 special protection from public disclosure and from use for any purpose other than
12 prosecution of this action is warranted. Such confidential materials and information
13 consist of, among other things, confidential, personal information contained in Plaintiff's
14 personnel records at the County of Los Angeles, Department of Children and Family
15 Services, such as date of birth, salary information, social security number and
16 disciplinary action taken against Plaintiff, information otherwise generally unavailable
17 to the public, or which may be privileged or otherwise protected from disclosure under
18 state or federal statutes, court rules, case decisions, or common law.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately protect
21 information the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in preparation for and in the
23 conduct of trial, to address their handling at the end of the litigation, and serve the ends
24 of justice, a protective order for such information is justified in this matter. It is the intent
25 of the parties that information will not be designated as confidential for tactical reasons
26 and that nothing be so designated without a good faith belief that it has been maintained
27 in a confidential, non-public manner, and there is good cause why it should not be part
28 of the public record of this case.

1 The City served a subpoena pursuant to FRCP 45 on the County of Los Angeles
2 Department of Children and Family Services for Plaintiff's personnel records and records
3 pertaining to disciplinary action(s) taken by the employer against Plaintiff. The County
4 is willing to produce the records requested, but has required a Protective Order.

5 Plaintiff's deposition is scheduled to go forward on February 11, 2015.
6 Defendants intend to examine Plaintiff regarding her personnel file at that time.

7 **2. DEFINITIONS**

8 2.1 Action: [this pending federal law suit]. [*Option: consolidated or related
9 actions.]

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
13 it is generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
15 Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or items
19 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

20 2.6 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among
22 other things, testimony, transcripts, and tangible things), that are produced or generated
23 in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.
28 House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
4 this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm which has
6 appeared on behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated
17 as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 **3. SCOPE**

21 The protections conferred by this Stipulation and Order cover not only Protected
22 Material (as defined above), but also (1) any information copied or extracted from
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
24 Material; and (3) any testimony, conversations, or presentations by Parties or their
25 Counsel that might reveal Protected Material. Any use of Protected Material at trial shall
26 be governed by the orders of the trial judge. This Order does not govern the use of
27 Protected Material at trial.

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1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
5 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
6 and (2) final judgment herein after the completion and exhaustion of all appeals,
7 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
8 any motions or applications for extension of time pursuant to applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under
12 this Order must take care to limit any such designation to specific material that qualifies
13 under the appropriate standards. The Designating Party must designate for protection
14 only those parts of material, documents, items, or oral or written communications that
15 qualify so that other portions of the material, documents, items, or communications for
16 which protection is not warranted are not swept unjustifiably within the ambit of this
17 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that
18 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
19 to unnecessarily encumber the case development process or to impose unnecessary
20 expenses and burdens on other parties) may expose the Designating Party to sanctions.
21 If it comes to a Designating Party’s attention that information or items that it designated
22 for protection do not qualify for protection, that Designating Party must promptly notify
23 all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this
25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
27 must be clearly so designated before the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
3 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
4 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
5 portion or portions of the material on a page qualifies for protection, the Producing Party
6 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
7 in the margins).

8 A Party or Non-Party that makes original documents available for inspection need
9 not designate them for protection until after the inspecting Party has indicated which
10 documents it would like copied and produced. During the inspection and before the
11 designation, all of the material made available for inspection shall be deemed
12 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
13 copied and produced, the Producing Party must determine which documents, or portions
14 thereof, qualify for protection under this Order. **Then, before producing the specified**
15 **documents, the Producing Party must affix the “CONFIDENTIAL legend” to each**
16 **page that contains Protected Material.** If only a portion or portions of the material on
17 a page qualifies for protection, the Producing Party also must clearly identify the
18 protected portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party identify the
20 Disclosure or Discovery Material on the record, before the close of the deposition all
21 protected testimony.

22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix in a prominent place on the exterior
24 of the container or containers in which the information is stored the legend
25 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
26 the Producing Party, to the extent practicable, shall identify the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
28 to designate qualified information or items does not, standing alone, waive the

1 Designating Party’s right to secure protection under this Order for such material. Upon
2 timely correction of a designation, the Receiving Party must make reasonable efforts to
3 assure that the material is treated in accordance with the provisions of this Order.

4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
6 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
8 process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
11 to harass or impose unnecessary expenses and burdens on other parties) may expose the
12 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
13 the confidentiality designation, all parties shall continue to afford the material in
14 question the level of protection to which it is entitled under the Producing Party’s
15 designation until the Court rules on the challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this Action
19 only for prosecuting, defending, or attempting to settle this Action. Such Protected
20 Material may be disclosed only to the categories of persons and under the conditions
21 described in this Order. When the Action has been terminated, a Receiving Party must
22 comply with the provisions of section 13 below (FINAL DISPOSITION).

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

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
27 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
28 may disclose any information or item designated “CONFIDENTIAL” only to:

1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
7 is reasonably necessary for this Action and who have signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
12 to whom disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
18 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not
19 be permitted to keep any confidential information unless they sign the “Acknowledgment
20 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
21 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Protected Material may be separately bound by the court reporter
23 and may not be disclosed to anyone except as permitted under this Stipulated Protective
24 Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually
26 agreed upon by any of the parties engaged in settlement discussions.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED**
3 **IN OTHER LITIGATION**

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena or
11 order is subject to this Protective Order. Such notification shall include a copy of this
12 Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
14 the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action as
17 “CONFIDENTIAL” before a determination by the court from which the subpoena or
18 order issued, unless the Party has obtained the Designating Party’s permission. The
19 Designating Party shall bear the burden and expense of seeking protection in that court
20 of its confidential material and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
22 from another court.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
24 **PRODUCED IN THIS LITIGATION**

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
27 produced by Non-Parties in connection with this litigation is protected by the remedies
28 and relief provided by this Order. Nothing in these provisions should be construed as

1 prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to produce
3 a Non-Party's confidential information in its possession, and the Party is subject to an
4 agreement with the Non-Party not to produce the Non-Party's confidential information,
5 then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that some
7 or all of the information requested is subject to a confidentiality agreement with a
8 Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
10 Order in this Action, the relevant discovery request(s), and a reasonably specific
11 description of the information requested; and (3) make the information requested
12 available for inspection by the Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14
14 days of receiving the notice and accompanying information, the Receiving Party may
15 produce the Non-Party's confidential information responsive to the discovery request.
16 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
17 any information in its possession or control that is subject to the confidentiality
18 agreement with the Non-Party before a determination by the court. Absent a court order
19 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
20 in this court of its Protected Material.

21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

1 that is attached hereto as Exhibit A.

2 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
3 **OTHERWISE PROTECTED MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain
5 inadvertently produced material is subject to a claim of privilege or other protection, the
6 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
7 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
8 established in an e-discovery order that provides for production without prior privilege
9 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
10 an agreement on the effect of disclosure of a communication or information covered by
11 the attorney-client privilege or work product protection, the parties may incorporate their
12 agreement in the stipulated protective order submitted to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in this
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
20 to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
22 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
23 under seal pursuant to a court order authorizing the sealing of the specific Protected
24 Material at issue. If a Party's request to file Protected Material under seal is denied by the
25 court, then the Receiving Party may file the information in the public record unless
26 otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60 days
3 of a written request by the Designating Party, each Receiving Party must return all
4 Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected Material.
7 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
8 a written certification to the Producing Party (and, if not the same person or entity, to the
9 Designating Party) by the 60 day deadline that (1) identifies (by category, where
10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
11 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
12 any other format reproducing or capturing any of the Protected Material.
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
15 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
16 consultant and expert work product, even if such materials contain Protected Material.
17 Any such archival copies that contain or constitute Protected Material remain subject to
18 this Protective Order as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary sanctions.
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4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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6 DATED: February 27, 2015
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8 By /s/ - *Kenneth C. Yeager*
9 KENNETH C. YEAGER, Esq.
10 Attorneys for Plaintiff, RANI WESLEY

11
12 DATED: February 27, 2015

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14 /s/ - *Surekha A. Pessis*
15 SUREKHA A. PESSIS, Deputy City Attorney.
16 Attorneys for Defendants, **CITY OF LOS ANGELES,**
LOS ANGELES POLICE DEPARTMENT and
17 **SEAN LAULE**
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19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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22 DATED: March 2, 2015

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24 /s/
25 HONORABLE ALKA SAGAR
26 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____