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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

10 CASH JEROME FERGUSON-CASSIDY,  
11  
12 Plaintiff,  
13 v.  
14 CITY OF LOS ANGELES; LOS  
ANGELES POLICE DEPARTMENT; and  
15 JACOB MAYNARD, Police Officer II,  
LAPD Serial No. 34820, in his official and  
16 individual capacity,  
17 Defendants.

Case No. 14-CV-06768 SVW (JPRx)

**DISCOVERY MATTER**

**PROTECTIVE ORDER**

Discovery Cutoff: None set  
Pretrial Conference: August 31, 2015  
Trial Date: September 8, 2015

{SR160781}

[Proposed] Protective Order [14-cv-06768 SVW (JPRx)]

1 WHEREAS, Defendant City of Los Angeles, Los Angeles Police Department and  
2 Defendant Officer Jacob Maynard (“City Defendants”) are seeking information which  
3 Plaintiff Cash Jerome Ferguson-Cassidy (“Plaintiff”) contends is confidential and  
4 requires special protection from public disclosure, such as psychological evaluations and  
5 testing related to Plaintiff’s claimed damages in the above-referenced litigation; and

6 WHEREAS, absent a protective order delineating the responsibilities of  
7 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and  
8 undue disclosure by one or more of the many attorneys, secretaries, law clerks, paralegals  
9 and expert witnesses involved in this case, as well as the corollary risk of embarrassment,  
10 harassment and professional and legal harm on the part of Plaintiff referenced in the  
11 materials and information.

12 **STIPULATION**

13 Accordingly, the parties stipulate as follows:

14 1. Plaintiff (hereinafter “Disclosing Party(ies)”) may designate as confidential  
15 any psychological testing materials, data, results, reports and/or evaluation conducted by  
16 any licensed healthcare provider and/or their designee which he, in good faith, believes is  
17 protected from disclosure within the meaning of Fed.R.Civ.P. 26(g), in that he believes  
18 the material contains confidential or private information. Materials and writings so  
19 designated, and all privileged information derived therefrom (hereinafter collectively  
20 referred to as “Confidential Material”), shall be treated in accordance with the terms of  
21 this Stipulation. In making this designation, the Disclosing Parties are also representing  
22 that no portion of the materials is segregable and, therefore, subject to production without  
23 restriction as “Confidential.”

24 2. Confidential Material may be used by the persons receiving such  
25 information (hereinafter “Receiving Party(ies)”) only for the purpose of litigation of this  
26 case, and for such other purposes as permitted by law.

1           3.     This Stipulation applies not only to the Confidential Material, but also to:  
2 (1) any information copied or extracted from the Confidential Material; (2) all copies,  
3 excerpts, summaries or compilations of Confidential Material; and (3) any testimony,  
4 conversations, or presentations by Receiving Parties that might reveal Confidential  
5 Material.

6           4.     Subject to the further conditions imposed by this Stipulation, the  
7 Confidential Material may only be disclosed to the Court and to the following “qualified”  
8 persons:

- 9                   (a)     Counsel of record for the parties to this civil litigation;  
10                   (b)     Defendants City of Los Angeles, Los Angeles Police Department  
11 and/or Officer Maynard;  
12                   (c)     Attorneys, paralegals, law clerks, stenographic, clerical and secretarial  
13 personnel who are employees in the offices of counsel referred to in subparagraph (a);  
14                   (d)     Parties to the litigation;  
15                   (e)     Expert witnesses consulted and/or retained for this action; and  
16                   (f)     The judge and court personnel, including stenographic reporters.

17           5.     Prior to the disclosure of any Confidential Material to any person described  
18 in paragraph 4(a), (c) or (d), counsel for the Receiving Party who seeks to use or disclose  
19 such Confidential Material shall first provide a copy of this Stipulation and have the  
20 individual to whom the Receiving Party intends to disclose said Confidential Material  
21 sign the Nondisclosure Agreement set forth in Attachment “A,” stating that the person  
22 has received and read a copy of the Stipulation and understands that s/he is bound by the  
23 terms of the Stipulation.

24           6.     Unless made on the record in this litigation, counsel making the disclosure to  
25 any qualified person described herein shall retain the original executed copy of the  
26 Nondisclosure Agreement until thirty (30) days after this litigation has become final,  
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1 including any appellate review, and monitoring of an injunction. Counsel for the  
2 Receiving Party shall maintain all signed Nondisclosure Agreements and shall produce  
3 the original signature page upon reasonable written notice from opposing counsel. If an  
4 issue arises regarding a purported unauthorized disclosure of Confidential Material, upon  
5 noticed motion of contempt filed by the Disclosing Party, counsel for the Receiving Party  
6 may be required to file the signed Nondisclosure Agreement, as well as a list of the  
7 disclosed materials, in camera with the Court having jurisdiction of the Stipulation.

8         7. The court reporter, videographer and audiographer, if any, who record all or  
9 part of the depositions in this matter shall be subject to this Protective Order provided  
10 that they sign a copy of attachment A. In preparing the original deposition videotape,  
11 audiotape, or portions thereof, any copies thereof, or portions of copies thereof, all  
12 materials designated as “Confidential Material,” and all testimony involving information  
13 derived from such “Confidential” materials shall be segregated from the rest of the  
14 deposition. No copies of such segregated “Confidential Material” portions of the  
15 materials described above shall be provided to any persons other than those persons  
16 identified in paragraph 4. Nothing in this agreement is intended to limit the rights of  
17 third parties to obtain such Confidential Material through discovery and subpoena power  
18 in other proceedings, subject to a motion for a protective order filed in those proceedings  
19 by the party seeking to prevent disclosure of the Confidential Material.

20         8. If any Confidential Material or testimony derived from such materials occurs  
21 at a deposition, those attending such portions of the depositions shall be bound by this  
22 Protective Order provided that, if they are not a party or counsel, they sign a copy of  
23 Attachment A, and, therefore, shall not disclose to any person or entity, in any manner.

24         9. An inadvertent failure to designate qualified materials or items does not,  
25 standing alone, waive the Disclosing Party’s right to secure protection under this  
26 Protective Order for such material. Upon being notified of the correction of a  
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1 designation, the Receiving Party must make reasonable efforts to assure that the material  
2 is treated in accordance with the provisions of this Protective Order.

3 10. Upon final termination of this litigation, including any appeal pertaining  
4 thereto, all materials still classified as Confidential Material at that time, and all copies  
5 thereof, including copies provided to any qualified person in paragraph 3 herein above,  
6 shall be returned to the Disclosing Party within thirty (30) days.

7 11. If any Receiving Party who receives Confidential Material is served with a  
8 subpoena or other request seeking Confidential Material, s/he or it shall immediately give  
9 written notice to counsel for the Disclosing Parties, identifying the Confidential Material  
10 sought and the time in which production or other disclosure is required. Such notice shall  
11 be given sufficiently in advance of the date for production or other disclosure so that the  
12 Disclosing Parties have the opportunity to obtain an order barring production or other  
13 disclosure, or to otherwise respond to the subpoena or other request for production or  
14 disclosure of Confidential Material. The Receiving Party also shall immediately give  
15 notice to the party who caused the subpoena or other request to issue that the material is  
16 subject to this Order and include a copy of this Order. If the disclosing party timely  
17 challenges the subpoena or other order, in no event should production or disclosure be  
18 made without prior written approval by the Disclosing Party's counsel unless required by  
19 court order arising from a motion to compel production or disclosure of Confidential  
20 Material.

21 12. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
22 written submissions to the court in this litigation which contain or incorporate  
23 Confidential Material shall be filed and maintained in accordance with Local Rule 79-5,  
24 which governs the filing of materials under seal. Any other pleadings, motions, briefs,  
25 declarations, stipulations, exhibits or other written submissions that refer but do not  
26 contain or incorporate Confidential Material, shall designate the particular aspects that  
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1 are confidential so as to enable the court, in drafting presumptively public orders relating  
2 to these filings under seal, to determine whether there is evidence which the court should  
3 attempt not to disclose. If any papers to be filed with the court contain protected  
4 information, the proposed filing shall be accompanied by an application to file the papers  
5 or the portion thereof containing the protected information, under seal and that the  
6 application shall be directed to the judge to whom the papers are directed. Pending the  
7 ruling on the application, the papers or portions thereof subject to the sealing application  
8 shall be lodged under seal.

9 13. Counsel for the parties agree to request that any motions, applications or  
10 other pre-trial proceedings which would entail the disclosure of Confidential Material be  
11 heard by the court in a manner that would preserve the confidential nature of the  
12 information, unless having heard opposition from counsel to such a process, the court  
13 orders otherwise.

14 14. Nothing herein shall prejudice any party's rights to object to the introduction  
15 of any Confidential Material into evidence.

16 15. Any violation of this Protective Order may be punished by any and all  
17 appropriate measures including, without limitation, contempt proceedings and/or  
18 monetary sanctions.

19 16. Any party bound by this Stipulation who contests the confidential nature of  
20 materials produced pursuant to this Stipulation may move the court for an order to have  
21 the materials removed from the protective order and to have the materials declared not  
22 confidential, or otherwise move to modify the Stipulation as to some or all of the  
23 materials. Any such motion must be filed in compliance with Local Rule 37.

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17. Any procedures specified above in this Protective Order are in addition to, and not in lieu of, compliance with the local rules regarding discovery motions.

**IT IS SO ORDERED.**

Dated: August 31, 2015

By:   
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HONORABLE JEAN P. ROSENBLUTH  
UNITED STATES MAGISTRATE JUDGE

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**ATTACHMENT “A”**  
**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_ do solemnly swear that I am fully familiar with the terms of the Protective Order entered in *Cash Jerome Ferguson-Cassidy v. Los Angeles Police Department, et al.*, United States District Court for the Central District of California, Central Division, Case No. CV14-06768 SVW (JPRx), and hereby agree to comply with and be bound by the terms and conditions of said Protective Order. I hereby consent to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Order.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

{SR160781}