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NOTE: CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

NOLAN CHRISTOPHER HILLIS,
Plaintiff,
v.
COUNTY OF LOS ANGELES;
COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT;
DEPUTY SAHINBAS Serial No.
257938, individually and in his capacity
as a Deputy of the County of Los
Angeles Sheriff's Department;
DEPUTY AJUFOH Serial No. 480984,
individually and in his capacity as a
Deputy of the County of Los Angeles
Sheriff's Department; and DOES 1
through 50 inclusive,
Defendants.

CASE NO. CV14-7186 SVW (MRWx)
[Assigned to Judge Stephen V. Wilson
Courtroom "6"]
DISCOVERY MATTER
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**
**[Filed Concurrently with Stipulation
for Protective Order]**

Trial Date: None set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

After full consideration of the stipulation by the parties for a Protective Order,
and FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED that:

1. The information contained in the information and/or documents the parties may disclose and/or produce pursuant to FRCP 26 and during the course of discovery, contains private and confidential information.

1 2. Defendant COUNTY OF LOS ANGELES (“COLA”) will produce
2 documents and information as required by the Initial Disclosures and responsive to
3 discovery requests, but only under the strict circumstances and limitations of this
4 Stipulated Protective Order (hereinafter “Protective Order”) where said documents
5 and information are kept confidential and private and with assurances that said
6 documents and information shall not be produced, copied, or disseminated to any
7 person or entity unless authorized by this Protective Order.

8 3. **GOOD CAUSE STATEMENT:** Good cause exists for entry of this
9 Order. As defendant may produce, among other things, third party private and
10 confidential information, limited performance evaluations and training records for
11 the involved deputies, and investigation files - including but not limited to, incident
12 reports, witness statements, and any official information documents produced to
13 plaintiff during the course of discovery in this litigation and any subsequent
14 reproduction thereof, as well as private information of COLA employees.
15 Disclosure of such information would be invasive of the privacy of third parties and
16 COLA personnel which could pose a serious risk to their personal safety and well-
17 being. Additionally, these materials include sensitive law enforcement information.
18 Limiting disclosure of these documents to the context of this litigation as provided
19 herein will, accordingly, further important law-enforcement objectives and interests,
20 including safety of personnel and the public.

21 4. The documents identified in ¶3, which defendant believe in good faith
22 constitute or embody confidential information, and/or other materials that are
23 entitled to privileges and/or protections against discovery or disclosure by the
24 United States Constitution, First Amendment; the California Constitution, Article I,
25 Section 1; California *Penal Code* Sections 832.5, 832.7 and 832.8; California
26 *Evidence Code* Sections 1040 and 1043 et. seq; the Official Information Privilege;
27 the Privacy Act of 1974, 5 U.S.C. § 552a; the right to privacy; and decisional law
28 relating to such provisions, which matter is not generally known and which

1 defendant would not voluntarily reveal to third parties and therefore is entitled to
2 heightened protection from disclosure, are to be designated as “confidential
3 material.”

4 5. Confidential material shall be used solely in connection with the
5 preparation and trial of the within case, *Hillis v. COLA, et al.* Case No. CV 14-
6 07186 SVW (MRWx), or any related appellate proceeding and not for any other
7 purpose, including any other litigation.

8 6. Material designated as "confidential" under this Protective Order, as
9 well as the information contained therein, and any summaries, copies, abstracts, or
10 other documents derived in whole or in part from material designated as confidential
11 (hereinafter "confidential material" or "confidential information") shall be used
12 solely for the purpose of litigating this action, and for no other action or purpose.

13 7. Confidential material may not be disclosed except as provided in
14 paragraph 8.

15 8. Confidential material may be disclosed only to the following persons:

- 16 (a) Counsel for any party, and any party to this litigation;
- 17 (b) Paralegal, stenographic, clerical and secretarial personnel
18 regularly employed by counsel referred to in (a);
- 19 (c) Court personnel, including stenographic reporters engaged in
20 such proceedings as are necessarily incidental to preparation for the trial of this
21 action;
- 22 (d) Any outside expert or consultant retained in connection with this
23 action, and not otherwise employed by either party; and
- 24 (e) Any “in-house” expert designated by either party to testify at
25 trial in this matter.

26 Nothing in paragraph 7 is intended to prevent officials or employees of
27 the COLA or other authorized government officials from having access to the
28 documents if they would have had access in their normal course of their job duties.

1 9. Each person to whom disclosure is made, with the exception of those
2 identified in paragraph 8 who are presumed to know the contents of the protective
3 order, shall, prior to the time of disclosure, be provided a copy of this order by the
4 person furnishing him/her such material, and shall agree on the record or in writing,
5 that he/she has read the protective order, and that he/she understands the provisions
6 of the protective order. Such person must also consent in writing to be subject to the
7 jurisdiction of the district court for the Central District of California, with respect to
8 any proceedings relating to enforcement of this order, including without limitation,
9 any proceedings for contempt. Unless made on the record in this litigation, counsel
10 making the disclosure to any person described above shall retain the original
11 executed copy of said agreement until final termination of this litigation. (See,
12 Appendix "A").

13 10. Designation in conformity with this Protective Order requires: For
14 information in documentary form (apart from transcripts of depositions or other
15 pretrial or trial proceedings), defendant shall affix the legend “CONFIDENTIAL” at
16 the bottom of each page that contains protected material.

17 11. Confidential material must be stored and maintained by counsel for
18 plaintiff at a location and in a secure manner that ensures that access is limited to the
19 persons authorized under this Protective Order. Confidential material shall be
20 clearly marked by counsel for plaintiff and maintained by counsel for plaintiff with
21 the following or similar legend recorded upon it in a way that brings its attention to
22 a reasonable examiner:

23 CONFIDENTIAL: THESE DOCUMENTS ARE SUBJECT TO THE
24 TERMS AND CONDITIONS OF A PROTECTIVE ORDER, Case No. CV 14-
25 07186 SVW (MRWx). Each person to whom disclosure is made shall not
26 duplicate any confidential information except for working copies and for filing with
27 the Court.

28 13. Testimony taken at a deposition may be designated as confidential by

1 making a statement to that effect on the record at the deposition. Arrangements
2 shall be made with the court reporter transcribing the deposition to separately bind
3 such portions of the transcript containing information designated as confidential,
4 and to label such portions appropriately.

5 14. If any information and/or documents which are the subject of this
6 Protective Order are presented to this or any other court in any other manner prior to
7 the time of trial, said information and/or documents **will be submitted with an**
8 **application requesting under seal treatment pursuant to** Central District Local
9 Rule 79-5.1

10 15. In the event that any confidential material is used in any court
11 proceeding in this action, it shall not lose its confidential status through such use,
12 and the party using such material shall take all reasonable steps to maintain its
13 confidentiality during such use.

14 16. At the conclusion of the trial and of any appeal or upon termination of
15 this litigation, all confidential material received under the provisions of this order
16 shall be destroyed or, if appropriate, returned to the respective defendant and
17 confirm such actions in writing to that defendant.

18 17. If plaintiff is served with a subpoena or an order issued in other
19 litigation that would compel disclosure of any information or items designated in
20 this action as “confidential,” plaintiff must so notify the relevant defendant, in
21 writing (by fax, if possible) immediately and in no event more than three (3) court
22 days after receiving the subpoena or order. Such notification must include a copy of
23 the subpoena or court order.

24 18. If plaintiff learns that, by inadvertence or otherwise, he has disclosed
25 confidential material to any person or in any circumstance not authorized under this
26 Protective Order, plaintiff must immediately (a) notify the relevant defendant in
27 writing of the unauthorized disclosures, (b) use its best efforts to retrieve all copies
28 of the confidential material, (c) inform the person or persons to whom unauthorized

1 disclosures were made of all the terms of this Order, and (d) request such person or
2 persons to execute the Confidentiality Agreement ("Appendix "A").

3 19. Nothing in this Protective Order shall be construed in any way to
4 control the use, dissemination, publication or disposition by defendant of the
5 confidential information. Nothing in this Protective Order shall be construed as a
6 waiver of any privilege (including work product) that may be applicable to any
7 document or information. Further, by stipulating to the entry of this Protective
8 Order, defendant does not waive any right it otherwise would have to object to
9 disclosing or producing any information or item on any ground not addressed in this
10 Protective Order. Similarly, defendant does not waive any right to object on any
11 ground for use as evidence of any of the material covered by this Protective Order.

12 20. Further, this Protective Order is entered solely for the purpose of
13 facilitating the exchange of documents, material, and information between the
14 parties to this action without involving the Court unnecessarily in the process.
15 Neither this Protective Order, nor the production of any document, material, or
16 information, shall be deemed to have the effect of an admission or waiver by either
17 party, or of altering the confidentiality or non-confidentiality of any such document,
18 material, or information, or altering any existing obligation of any party or the
19 absence thereof.

20 21. The Court shall have jurisdiction over the parties, their counsel and all
21 persons to whom confidential information has been disclosed for the purpose of
22 enforcing terms of this Protective Order, redressing any violation thereof, and
23 amending or modifying the terms as the Court may deem appropriate.

24 22. The foregoing is without prejudice to the right of any party:

25 (a) To apply to the Court for a further protective order relating to
26 confidential material or relating to discovery in this litigation;

27 (b) To apply to the Court for an order removing the confidential
28 material designation from any documents; and

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(c) To apply to the Court for an order compelling production of documents or modification of this order or for any order permitting disclosure of confidential material beyond the terms of this order.

23. Nothing in this Protective Order abridges the right of any person to seek its modification by the Court in the future.

APPROVED AND SO ORDERED:



Dated: November 18, 2014

UNITED STATES MAGISTRATE
JUDGE MICHAEL R. WILNER

APPENDIX “A”

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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3 I have read and understand the Stipulation for Protective Order and Protective
4 Order of the United States District Court, Central District entered on the ____ day
5 of _____, 2014, in the matter of *Hillis v. COLA, et al.* Case No. CV 14-
6 07186 SVW (MRWx). A copy of the Stipulation for Protective Order and
7 Protective Order has been delivered to me with my copy of this Acknowledgement
8 and Agreement to Be Bound (hereinafter “Confidentiality Agreement”). I agree to
9 be bound by all the terms of this Confidentiality Agreement.

10 I further agree to be bound by all the terms of the Stipulation for Protective
11 Order and Protective Order and hereby agree not to use or disclose the confidential
12 information or material (as defined by that Order) disclosed to me, except for
13 purposes of this litigation as required by the Stipulation for Protective Order and
14 Protective Order. I further agree and attest to my understanding that a breach of this
15 Confidentiality Agreement may be directly actionable, at law and equity, and may
16 constitute a violation of the Stipulation for Protective Order and Protective Order,
17 and I further agree that in the event I fail to abide by the terms of the Stipulation for
18 Protective Order and Protective Order, or if I disclose or make use of any
19 confidential information acquired during this litigation, I may be subject to civil
20 sanctions, including sanctions by way of contempt of court, imposed by the Court
21 for such failure.

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1 I further agree to submit to the jurisdiction of the United States District Court,
2 Central District for the purpose of enforcing the terms of this Confidentiality
3 Agreement and Protective Order, even if such enforcement proceedings occur after
4 termination of this action.

5 Dated:

6 _____
7 Signature

8 _____
9 Name (Printed)

10 _____
11 Street Address

12 _____
13 City State Zip

14 _____
15 Occupation or Business

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