

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

STANLEY JORDAN,
Plaintiff,
vs.
CITY OF HAWTHORNE, ET AL,
Defendant.

Case No.14-CV-07554-ODW-JPR

**NOTE CHANGES MADE BY
THE COURT**

PROTECTIVE ORDER

TRIAL DATE: October 13, 2015

The parties hereto through their attorney have stipulated and agreed to be bound by the following Stipulated Protective Order.

WHEREAS, Plaintiff, STANLEY JORDAN, seeks police records that contain personal identifying information of witnesses and victims to crimes of which Plaintiff has been convicted; and

WHEREAS, Plaintiff, STANLEY JORDAN may seek confidential records pertaining to the personnel records and private information regarding police officers from the CITY OF HAWTHORNE POLICE DEPARTMENT (“HAWTHORNE”), which are Confidential documents under the Federal Rules of Civil Procedure, and which are protected from disclosure under the California Evidence Code and Penal Code; and

1 WHEREAS, the parties desire to preserve the identity and safety of victims
2 and witnesses, and

3 WHEREAS, witnesses to and victims of crimes as well as police officers
4 have a heightened right to privacy and protection of their confidential identifying
5 information and personnel records for reasons of personal safety and public policy,
6 the parties agree to be bound by a Protective Order in this case according to the
7 following terms, conditions, and requirements; and

8 WHEREAS, the parties agree that should the Judge presiding over this
9 action not have the opportunity to review and sign this [Proposed] Protective Order
10 before the production of any confidential materials is required to further the
11 progress of this litigation, all materials produced that are marked confidential or
12 attorneys' eyes only will be subject to this Protective Order.

13 WHEREAS, the parties agree that should the Judge add, or change the terms
14 of the Protective Order, the parties agree to be bound by the terms as ordered by
15 the Court.

16 **Terms, Conditions, and Requirements of the Protective Order**

17 1. All documents produced by HAWTHORNE in Defendants' Rule 26
18 Early Disclosures or in response to Plaintiff's Request for Production of
19 Documents pertaining to personal identifying information of civilian witnesses and
20 victims, and any documents pertaining to police officers' confidential personnel
21 files¹, and any documents or information derived therefrom, shall be considered to
22 be "Confidential - *Attorneys' Eyes Only*" Documents. In particular, witness,
23 victim and personal identifying information of officers shall not be disclosed to
24 Plaintiff, Stanley Jordan, unless by order of this Court or the information is
25 necessary to the presentation of claims or defenses at the time of trial. This
26

27 ¹ Confidential Personnel File includes but is not limited to citizen complaints,
28 internal affairs investigations, training records, disciplinary records, personal
identifying information, job applications and applications testing results.

1 provision does not prohibit or prevent any party from attempting to introduce or
2 moving to exclude relevant evidence at the time of trial.

3 2. All documents produced by HAWTHORNE, and any documents or
4 information derived therefrom, considered to be “Confidential-Attorneys’ Eyes
5 Only,” shall be used solely for purposes of this litigation and may not be used for
6 any other purpose whatsoever, including but not limited to the purpose of
7 dissemination to the media or public, or in connection with any other litigation or
8 proceedings.

9 3. All documents produced by HAWTHORNE, and any documents or
10 information derived therefrom, considered to be “Confidential-Attorneys’ Eyes
11 Only,” shall be maintained in Plaintiff Counsel’s office in a secure location that is
12 not readily accessible to persons other than those directly involved in the
13 prosecution of this lawsuit, meaning Plaintiff’s attorneys of record, and support
14 staff.

15 4. All documents produced by HAWTHORNE, and documents or
16 information derived therefrom, considered to be “Confidential-Attorneys’ Eyes
17 Only,” that are stored electronically by Plaintiff’s Counsel shall be required to
18 comply with the terms and conditions of this Order, the same as if the
19 electronically stored documents or information derived therefrom were hard
20 copies.

21 5. All documents produced by HAWTHORNE, and any documents or
22 information derived therefrom, considered to be “Confidential-Attorneys’ Eyes
23 Only,” shall be viewed or disclosed only as necessary in this matter and only to the
24 following persons under the following conditions:

- 25 a. Plaintiff’s and Defendant’s Attorney(s);
- 26 b. Plaintiff’s and Defendant’s Attorney Staff;
- 27 c. Experts - No disclosure to experts shall occur until after the expert
28 has signed a copy of the declaration attached hereto as Exhibit “A”

1 under penalty of perjury indicating the expert will abide by the
2 protective order, the expert's signed declaration has been served on
3 counsel for the opposing party, and the expert's signed declaration
4 has been filed with the Court; and,

5 d. Court – No "*Confidential-Attorneys' Eyes Only*" document or any
6 documents or information derived therefrom, shall be disclosed
7 publically to the Court absent a Court order to that effect. Any
8 documents subject to the Protective Order shall be "lodged under
9 seal" with the Court pursuant to Local Rule 79-5 unless submitted
10 for in camera review by order of the Court.

11 6. The designation of discovery material as "*Confidential-Attorneys'*
12 *Eyes Only*," shall be so designated by affixing the legend, as appropriate, of
13 "*Confidential-Attorneys' Eyes Only*" to each page containing any "*Confidential-*
14 *Attorneys' Eyes Only*" Discovery Material. Affixing the appropriate legends on the
15 cover of any multipage document which is bound, stapled, or otherwise securely
16 attached shall designate all pages of the document as "*Confidential-Attorneys' Eyes*
17 *Only*," unless otherwise indicated by the producing party.

18 7. If the producing party inadvertently produces Discovery Material that
19 it considers to be "*Confidential-Attorneys' Eyes Only*" without such designation,
20 the producing party may subsequently designate such Discovery Material as
21 "*Confidential-Attorneys' Eyes Only*" by delivering written notice of such
22 designation to the other parties within a reasonable period after becoming aware of
23 the inadvertent failure to designate such Discovery Material, with the effect that
24 such Discovery Material will thereafter be subject to the protections afforded by
25 this Order. The initial failure to designate information in accordance with this
26 Order shall not be deemed a waiver of confidentiality.

27 8. Court Filings – No disclosure of any "*Confidential-Attorneys' Eyes*
28 *Only*" document or any documents or information derived therefrom, shall be filed

1 with the Court without a prior Court order and except under Local Rule 79-5. If
2 the Court grants a party permission to file a "*Confidential-Attorneys' Eyes Only*"
3 item under seal with the Court, the parties shall meet and confer as to the filing of a
4 duplicate copy of the document in order to identify any non-confidential
5 information that may be filed and made part of the public record. Such duplicate
6 documents containing non-confidential information shall be titled to show that it
7 corresponds to an item filed under seal, e.g., "Redacted Copy of Sealed
8 Declaration of John Smith in Support of Motion for Summary Judgment." The
9 sealed and redacted documents shall be filed simultaneously.

10 9. Court/Trial Exhibits – No disclosure of any "*Confidential-Attorneys'*
11 *Eyes Only*" document or any documents or information derived therefrom, shall be
12 given to any juror to review, used for any purpose during trial, or introduced into
13 evidence without prior written stipulation with opposing counsel or pursuant to
14 Court order. In the event that any "*Confidential - Attorneys' Eyes Only*" Discovery
15 Material is allowed by the Court to be used in any court proceeding in this action,
16 it shall not lose its status as "*Confidential - Attorneys' Eyes Only*" Discovery
17 Material through such use. Counsel shall confer on such procedures as are
18 necessary to protect the confidentiality of any documents, information, and
19 transcripts used in the course of any such court proceedings with Court permission.

20 10. If any third party serves a subpoena or other process or request
21 seeking to review any information designated as "*Confidential - Attorneys' Eyes*
22 *Only*" the party to whom the demand is made (the "Recipient") shall inform the
23 producing party's counsel immediately in writing and shall not permit inspection
24 by or production to any third party on the grounds of the existence of this Order
25 unless otherwise ordered by a court or the producing party agrees in writing.
26 Nothing herein shall be construed as requiring the Recipient or anyone else
27 covered by this Order to challenge or appeal any order requiring production of
28 "*Confidential - Attorneys' Eyes Only*" Discovery Material covered by this Order, or

1 to subject himself, herself, or itself to any penalties for non-compliance with any
2 legal process or order.

3 11. Nothing in this Order shall bar or otherwise restrict counsel for any
4 party from rendering advice to their clients with respect to this action and, in the
5 course thereof, from relying upon the examination of "*Confidential - Attorneys'*
6 *Eyes Only*" Discovery Material; provided, however, that in rendering such advice,
7 and in otherwise communicating with their clients, counsel shall not disclose the
8 contents of "*Confidential - Attorneys' Eyes Only*" Discovery Material except in
9 accordance with the terms of this Order.

10 12. This Order shall survive the final termination of this action and the
11 Court shall retain jurisdiction to resolve any dispute concerning the use of the
12 information disclosed hereunder.

13 13. Within sixty (60) calendar days after the conclusion of this action in
14 its entirety (including expiration of appeal periods or the execution of a settlement
15 agreement among the parties finally disposing of this action), all parties and
16 persons having received "*Confidential - Attorneys' Eyes Only*" Discovery Material
17 shall dispose of all such material either by (i) returning such material to counsel for
18 the producing party, or (ii) destroying such material in a manner that ensures that it
19 will not be disclosed to or disseminated or recovered by any person. Upon request,
20 the parties, their counsel, and any experts shall separately provide written
21 certification to any producing party making the request that such disposal has been
22 completed.

23 14. Counsel for the parties shall be entitled to retain all court papers,
24 disposition and trial transcripts, exhibits used in affidavits, at depositions, and at
25 trial, and attorney work-product, including materials which contain, quote, discuss,
26 or analyze "*Confidential - Attorneys' Eyes Only*" Discovery Material, provided that
27 such counsel and employees of such counsel shall continue to comply with all the
28 terms of this Protective Order unless, after reasonable prior notice to the producing

1 party, the disclosing counsel has obtained permission pursuant to court order or by
2 agreement of the producing party.

3 15. This agreement shall be binding upon and for the benefit of the
4 undersigned parties, the parties counsel, their successors and assigns.

5 16. This Order is not binding on the Court or Court personnel. The Court
6 may amend or modify this Order in the interests of justice or for public policy
7 reasons at any time.

8 **DATED:** _____

THE COCHRAN LAW FIRM

9
10
11 **By:** _____

**Brian Dunn, Esq.
Megan Gyongyos, Esq.
Attorneys for Plaintiff, Stanley
Jordan**

12
13
14
15
16 **DATED:** _____

**RUSSELL I. MIYAHIRA
CITY ATTORNEY**

17
18
19 **By:** _____

**Alison Stevens, Esq.
Attorneys for Defendants,
City of Hawthorne and
Matthew Manley**

20
21
22
23 **DATED: :** _____

CARPENTER, ROTHANS & DUMONT

24
25
26 **By:** _____

**Steven Rothans, Esq.
Attorneys for Defendants,
City of Hawthorne and**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Matthew Manley

///

///

IT IS SO ORDERED.

DATED: May 28, 2015

JEAN ROSENBLUTH
Honorable Jean P. Rosenbluth
United States Magistrate Judge