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

Q.D.R., et al. Plaintiff,
v.
CITY OF LOS ANGELES, et al.
Defendants

Case No.: CV14-7926-JFW (Ex)
& Case No.: CV14-9433 JFW (Ex)

DAMION RUSSELL, et al.
Plaintiffs,
v.
CITY OF LOS ANGELS, et al.

DEFENDANT CITY OF LOS ANGELES, et al. AND PLAINTIFFS' STIPULATED PROTECTIVE ORDER RE PERSONNEL COMPLAINTS & TRAINING ISSUES

PROTECTIVE ORDER PERSONNEL RELATED DOCUMENTS

After the Plaintiffs DAMION RUSSELL, an incapacitated adult, by and Through his Guardian, JO ANN PRICE, JO ANN PRICE, in her individual capacity & Q.D.R., a

13237250917

1 Minor, By and Through Her Guardian Ad Litem KIANNA LEE, (hereinafter referred to
2 as "Plaintiffs"), by and through their attorneys of record, Humberto Guizar, Esq. of
3 Guizar Henderson & Carrasco L.L.P. (Counsel for Russell) & A. George Glasco, Esq. of
4 the LAW OFFICES OF A. GEORGE GLASCO, P.C. (Counsel for Q.D.R.) and
5 Defendants CITY OF LOS ANGELES, a local public entity, CHARLES L. BECK, AKA
6 CHARLIE BECK, CHIEF OF THE LOS ANGELES POLICE DEPARTMENT;
7 OSWALDO PEDEMENTE; ROBERT VILLALOBOS (hereinafter referred to as
8 "Defendants"), by and through their attorneys of record, Michael N. Feuer, City
9 Attorney, Cory M. Brentz, Supervising Assistant City Attorney and Christian R.
10 Bojorquez conferred regarding the Production of Personnel Documents, including any
11 Complaints of Excessive Force and Discipline for Excessive Force (5 Years), IT IS
12 HEREBY ORDERED, pursuant to the stipulation of the parties that the following
13 Protective Order, and its terms shall govern documents and things in this matter:
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20 For purposes of this Order, Confidential Materials include, but are not limited to
21 the following five (5) categories of requested personnel documents regarding the subject
22 matters of: 1) Failure to Train; 2) Excessive Force; 3) Failure to Follow Guidelines and/or
23 Policies; and 4) Re-Training;

- 24
- 25 1. Employee periodic evaluations for the past five (5) years;
 - 26 2. Complaints of Excessive Force for the past five (5) years with the
- 27 understanding that any and all documents, summaries, Officer Statements and/or writings
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1 created during the above-listed Complaints, whether recorded or transcribed are
2
3 protected;

4 3. Any records revealing the result(s) of the use of forces described above
5 within the past five (5) years;

7 4. Any records of re-training;

8 5. Any records of disciplinary action within the past five (5) years.

9
10 Protection for any and all documents produced, which include, but are not limited to, the
11 following:

- 12 ● Interviews;
- 13 ● Officer Statements, whether written or recorded;
- 14 ● Legend w/diagram;
- 15 ● Pictures - Which coincide with an Officer(s) compelled
16 statement which were intended to reflect the Officer's stated or
17 perception of events;
- 18 ● Investigative Narrative;
- 19 ● All addenda

20 **II. TERMS OF THE PROTECTIVE ORDER**

21 1. The Confidential Documentation being provided pursuant to this Protective
22 Order will be accomplished by affixing to such document or writing a legend, such as
23 "Confidential," "Confidential Documents," "Confidential Material Subject to Protective
24 Order" or words of similar effect. The documents and writings so designated, and all
25 information derived therefrom (hereinafter, collectively, "Confidential Information"),
26 shall be treated in accordance with the terms of this stipulation/protective order. The
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1 "Confidential" Watermark shall not obscure the writings on the document's legibility and
2 shall not be repeated more than once per page.

4 2. Confidential Information may be used by the persons receiving such
5 information only for the purpose of this above-captioned litigation.

7 3. Subject to the further conditions imposed by this stipulation/protective order,
8 Confidential Information may be disclosed only to the following persons:

10 a. Counsel for the parties and to experts, investigators, paralegal assistants,
11 office clerks, secretaries and other such personnel working under their
12 supervision;

13 b. Such other parties as may be agreed by written stipulation among the parties
14 hereto, or by Court Order.

15 4. Prior to the disclosure of any Confidential Information to any person
16 described in paragraph 3(a), or 3(b), counsel for the party that has received and seeks to
17 use or disclose such Confidential Information shall first provide any such person with a
18 copy of this protective order, and shall cause him or her to execute the following
19 acknowledgment:
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21 "I understand that I am being given access to Confidential Information
22 pursuant to the foregoing protective order. I have read the stipulation/protective order
23 and agree to be bound by its terms with respect to the handling, use and disclosure of
24 such Confidential Information.
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27 Dated: _____ /s/ _____
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1 Once this is completed, Counsel for Plaintiffs will serve a copy of the acknowledgment
2 upon Defendants.

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4 5. Upon the final termination of this federal litigation, including any appeal
5 pertaining thereto, including but not limited to any event wherein the case is ever
6 remanded to State Court or dismissed and refiled in State Court, all Complaints,
7 Investigations, Reports, materials, as well as any other Court Ordered Documents
8 provided pursuant to this Protective Order and all copies thereof shall be returned to the
9
10 Offices of the Los Angeles City Attorney's Office, 6th Floor, City Hall East, Los
11 Angeles, California 90012 for destruction/shredding. All Confidential documentation
12 provided to any person or party, pursuant to any provision hereof, also shall be returned
13 to the City Attorney's Office.
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17 6. If any party who receives Confidential Information receives a subpoena
18 and/or public record request seeking Confidential Information, he, she or it shall
19 immediately give written notice to counsel for defendants, identifying the Confidential
20 Information sought and the time in which production or other disclosure is required, and
21 shall object to the request or subpoena on the grounds of this stipulation/protective order
22 so as to afford defendants an opportunity to obtain an order barring production or other
23 disclosure, or to otherwise respond to the subpoena or other request for production or
24 disclosure of Confidential Material. However, in no event should production or
25 disclosure be made without written approval by defendants' counsel unless required by
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1 Court Order arising from a motion to compel production or disclosure of Confidential
2 Information. Nothing in this Protective Order should be construed as authorizing a party
3 in this action to disobey a lawful directive from another court.
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5 7. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other
6 written submissions to the Court in this litigation which contain, reflect, incorporate or
7 refer to Confidential Information, it shall be the party seeking to use such information
8 burden to first request the sealing of such documents pursuant to Local Rule 79-5.1.
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11 8. Counsel for the parties hereto agree to request that in the event any motions,
12 applications or other pre-trial proceedings which could entail the discussion or disclosure
13 of Confidential Information, that such a Party will first seek special permission from the
14 Court to hear such information outside the presence of the jury. Counsel for the parties
15 further agree that, during any portion of the trial of this action which could entail the
16 discussion or disclosure of Confidential Information, that Defendants will have an
17 opportunity to make a special request to the Court that access to the courtroom be limited
18 to parties, their counsel and other designated representative, experts or consultants who
19 agreed to be bound by this stipulation/protective order, and court personnel.
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1 9. Nothing herein shall prejudice any party's rights to object to the introduction
2 of any Confidential Information into evidence, on grounds including but not limited to
3 relevance and privilege.
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5 10. This Protective Order survives settlement, trial and/or appeal.
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7 **IT IS SO STIPULATED**

8 DATED: August 24, 2015
9

10 MICHAEL N. FEUER, City Attorney

11 By: ISI - Christian R. Bojorquez
12 CHRISTIAN R. BOJORQUEZ, Deputy City Attorney
13 Attorneys for Defendant CITY OF LOS ANGELES

14 DATED: August 26, 2015 GUIZAR, HENDERSON & CARRAZCO, L.L.P.

15 By: [Signature]
16 GUMBERTO M. GUIZAR
17 Attorneys for Plaintiffs Damion Russell and
18 Jo Ann Price
19

20 DATED: August 25, 2015 LAW OFFICES OF A. GEORGE GLASCO, P.C.

21 By: A. George Glasco
22 A. GEORGE GLASCO
23 Attorneys for Q.D.R., a Minor, By and Through
24 Her Guardian Ad Litem Kianna Lee, Plaintiff
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08-26-15 11:05 FROM ALDER LAW

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1-654 P0002/0002 F-557

1 Note: *This is a continued Signature Page for the ALDERLAW, P.C. Attorney's & the
2 Honorable Magistrate Judge CHARLES F. EICK signature for the Stipulated Protective
3 Order.

4 DATED: August 15, 2015 ALDERLAW, P.C.
5
6 By 
7 C. MICHAEL ALDER
8 Attorneys for Plaintiffs Damion Russell and
Jo Ann Price

9 DATED: August 25, 2015 ALDERLAW, P.C.
10
11 By 
12 LAURA SEDRISH
13 Attorneys for Plaintiffs Damion Russell and
14 Jo Ann Price

15 **IT IS SO ORDERED**

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17 Dated: 8/31/15
18 By: 
19 MAGISTRATE CHARLES F. EICK
20 United States Magistrate Judge
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