

NOTE: CHANGES MADE BY THE COURT

1 Eugene P. Ramirez (State Bar No. 134865)  
*epr@manningllp.com*  
 2 Angela Powell (State Bar No. 191876)  
*amp@manningllp.com*  
 3 **MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
 4 801 S. Figueroa St, 15<sup>th</sup> Floor  
 Los Angeles, California 90017-3012  
 5 Telephone: (213) 624-6900  
 Facsimile: (213) 624-6999  
 6  
 7 Attorneys for Defendant,  
 COUNTY OF LOS ANGELES

8  
 9 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
 10

11 JOSHUA RICE,  
 12  
 Plaintiff,  
 13  
 v.  
 14 COUNTY OF LOS ANGELES, and  
 15 DOES 1 through 20, Inclusive,  
 16  
 Defendant.

Case No. 2:15-CV-00249-SVW(PLAx)

**ORDER RE STIPULATION FOR  
 ENTRY OF PROTECTIVE ORDER  
 RE CONFIDENTIAL DOCUMENTS**

*[The Hon. Stephen V. Wilson, District  
 Judge, Magistrate Judge Paul L.  
 Abrams]*

MANNING & KASS  
 ELLROD, RAMIREZ, TRESTER LLP  
 801 S. FIGUEROA ST, 15TH FLOOR  
 LOS ANGELES, CA 90017-3012  
 TEL: (213) 624-6900  
 FAX: (213) 624-6999  
 WWW.MANNINGKASS.COM

1 PURSUANT TO THE STIPULATION of the parties, and Good Cause  
2 appearing therefore, and in furtherance of the interests of justice, the Court hereby  
3 GRANTS the Protective Order stipulated to by the parties regarding Confidential  
4 Documents. Accordingly,

5 IT IS HEREBY ORDERED that the production, disclosure, sharing,  
6 publication, reviewing, copying, retention, and/or dissemination of any and all  
7 Confidential Documents, as defined under the parties' Stipulation for Entry of a  
8 Protective Order re Confidential Documents (hereafter as "Stipulation"), shall be  
9 prohibited except as specified under the terms and conditions of the parties'  
10 aforementioned Stipulation, including the following terms and provisions:

11 1. GOOD CAUSE STATEMENT.

12 The parties acknowledge that there are certain types of documents that are  
13 conceivably discoverable in this action but whose discovery may be complicated or  
14 prohibited by issues of confidentiality, intellectual property, work product protections,  
15 or various privileges. For purposes of this Order, "Confidential Materials" include, but  
16 are not limited to the following:

17 a. Any and all police reports, including but not limited to, incident and  
18 supplemental reports; crime analysis reports; radio communications; 911 calls; autopsy  
19 reports;

20 b. Any and all police personnel files, including but not limited to, Internal  
21 Affairs ("IA") investigation file documents, and comparable official government  
22 information;

23 c. Third party information in police reports, including but not limited to,  
24 incident and supplemental reports; crime analysis reports;

25 d. Personal information, including medical and mental health information,

26 e. Criminal history information which is not a matter of public record;

27 f. Educational and professional information;

28 g. Tax and/or financial records; and comparable records that a party

1 typically treats as confidential in the normal course of business or affairs.

2         2. In light of the foregoing, the parties further acknowledge that, absent a  
3 protective order to limit the use or publication of such documents, in order to preserve  
4 the parties' respective interests, the parties might otherwise withhold certain documents  
5 from production or disclosure, which can then result in costly discovery disputes  
6 potentially requiring Court intervention.

7         3. Defendant, COUNTY OF LOS ANGELES ("County"), further contends  
8 that: (1) absent a court order thereon, police personnel records – including Internal  
9 Affairs investigation files and related complaints, statements, and records – are deemed  
10 confidential and preserved from disclosure under California state law (e.g., California  
11 Penal Code §§ 832.7 and 832.8; California Evidence Code §§ 1040, 1043, and 1045);  
12 and (2) police personnel records are also deemed confidential by federal decisional law  
13 (e.g., *Sanchez v. Santa Ana Police Department* (9th Cir. 1990) 936 F.2d 1027, 1033-  
14 1034). Plaintiffs do not necessarily agree with these contentions as stated herein and  
15 plaintiff reserves all of plaintiffs' rights under California and federal law.

16         4. Therefore, in light of the foregoing, the parties agree that certain types of  
17 confidential documents and/or information should be the subject of a protective order.  
18 Accordingly, the parties, by and through their attorneys of record in this action, hereby  
19 stipulate that good cause exists for a protective order in this matter regarding  
20 confidential documents and/or information, and the parties respectfully request the  
21 procedural protections listed herein below.

22         5. By agreeing to designate documents as "confidential " no party is waiving  
23 its rights to assert and maintain objections and/or privileges, and by doing so no party is  
24 admitting that such materials are subject to discovery or will be produced and/or that  
25 such documents are admissible.

26         6. The parties agree unprotected disclosure of such information may  
27 potentially "poison the jury pool", "affect jury service" and/or cause or contribute to  
28 potentially adverse pre-trial publicity. Therefore, a protective order is necessary to

1 prevent any party from disclosing the "confidential" information to the traditional  
2 media, internet, or "social media" and to limit the dissemination of the material to those  
3 with a true need to know.

4 **STIPULATION FOR PROTECTIVE ORDER.**

5 7. Plaintiffs and Defendant have agreed that the above-listed documents shall  
6 be designated confidential documents and/or writings because the Parties believe, in  
7 good faith, that some or all of these documents and/or writings are privileged,  
8 confidential, private and/or are of a sensitive nature.

9 8. The confidentiality of documentation being provided pursuant to this  
10 Protective Order will be accomplished by affixing to such document or writing a  
11 legend, such as "Confidential," "Confidential Documents," "Confidential Material  
12 Subject to Protective Order" or words of similar effect. The documents and writings so  
13 designated, and all information derived from those documents (collectively referred as  
14 "Confidential Information"), shall be treated in accordance with the terms of this  
15 stipulation/protective order. The "Confidential" mark or watermark shall not obscure  
16 the writings on the document's legibility and shall not be repeated more than once per  
17 page.

18 9. Confidential Information may be used by those receiving such information  
19 only for the purpose of this above-captioned litigation.

20 10. Subject to the further conditions imposed by this stipulation/protective  
21 order, Confidential Information may be disclosed only to the following people:

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

25 b. Such other parties as may be agreed by written stipulation among the  
26 parties here, or by Court Order;

27 c. Court personnel; and

28 d. The parties themselves as necessary for the defense or prosecution of

1 this action.

2 11. Prior to the disclosure of any Confidential Information to any person  
3 described in paragraphs a-d , with the exception of all Court Personnel and  
4 employees of counsel for Plaintiffs and Defendant, counsel for the party that has  
5 received and seeks to use or disclose such Confidential Information shall first  
6 provide any such person with a copy of this protective order, and shall cause him or  
7 her to execute the following acknowledgment:

8 "I understand that I am being given access to Confidential Information  
9 pursuant to the foregoing protective order. I have read the stipulation/protective  
10 order and agree to be bound by its terms with respect to the handling, use and  
11 disclosure of such Confidential Information.

12 Dated: \_\_\_\_\_/s/ \_\_\_\_\_"

13 Once this is completed, counsel will serve a copy of the acknowledgment  
14 upon counsel for all other parties.

15 12. In the event that a recipient party or counsel contends that any  
16 Confidential Documents were already in the possession of that party, or that party's  
17 counsel, prior to the date of this Stipulation and Protective Order, or prior to such  
18 documents' production in this matter by the producing-disclosing party, the recipient  
19 party or counsel shall have the burden of proving that any such documents were in  
20 fact already in the possession of the recipient party or that party's counsel prior to  
21 the date of this Stipulation and Protective Order, or prior to such documents'  
22 production in this matter.

23 13. The parties will attempt to resolve any issue regarding such disputed  
24 documents or records pursuant to Local Rule 7-3 before submitting any such  
25 dispute-issue to the Court. **Any discovery dispute, including issues arising from  
26 this Protective Order, must proceed under Local Rule 37.**

27 14. Notwithstanding the foregoing, and despite any dispute as to whether  
28 any documents produced should be subject to the terms of the Stipulation and

1 Protective Order as a result of prior possession, the parties will continue to treat the  
2 document(s) at issue as confidential and subject to this Stipulation and Protective  
3 Order until the Court rules upon the dispute or until the parties reach agreement on  
4 the issue, whichever comes first.

5       15. If, upon review of such a dispute, the Court determines that the disputed  
6 Confidential Documents were already in the possession of the recipient party or counsel  
7 prior to the date of this Stipulation and Protective Order, or prior to such documents'  
8 production in this matter, those specific documents shall not be subject to paragraph  
9 21's provisions on destruction of copies, nor shall the recipient party or counsel be  
10 prohibited from using those specific documents in other litigation: otherwise, the  
11 remaining provisions of this Stipulation and Protective Order shall continue to apply to  
12 such documents as Confidential Documents hereunder.

13       16. The recipient parties to the above entitled action, and/or their counsel,  
14 and/or their agents or the agents or employees of their counsel, shall secure and  
15 maintain the confidentiality of any and all Confidential Documents in their  
16 possession, and shall ensure that such Confidential Documents are used only for the  
17 purposes set forth herein below, and for no other purpose, and subject to the terms  
18 and provisions of this Stipulation and Protective Order.

19       17. Nothing in this Stipulation and Protective Order shall be construed as a  
20 waiver by any party of any right to object on any ground to the use in any proceeding,  
21 or to the admission into evidence, of any Confidential Documents. Nothing in this  
22 Stipulation and Protective Order shall be construed so as to prevent the admission of  
23 Confidential Documents into evidence at the trial of this matter solely on the basis of  
24 the documents' designation as Confidential Documents.

25       18. Nothing in this Stipulation and Protective Order shall be construed as a  
26 waiver by any party of any right it would otherwise have to object to disclosing or  
27 producing any information or documents on any ground not specifically addressed in  
28 this Stipulation and Protective Order, including but not limited to objections pursuant to

1 the California Government Code, California Evidence Code, California Penal Code, the  
2 Official Records Privilege, the federal Official Information Privilege, the federal  
3 Executive Deliberative Process Privilege, the law enforcement-investigative privilege,  
4 the attorney-client privilege, the physician-patient privilege, the therapist-patient  
5 privilege, the attorney work product protection, the taxpayer privilege, or the right to  
6 Privacy under the United States Constitution, the California Constitution or any other  
7 applicable state or federal authority, or any other privilege against disclosure or  
8 production available under any provision of federal or California law. Nothing in this  
9 Stipulation and Protective Order shall be construed as requiring the production or  
10 disclosure of documents or information that may be or have been designated as  
11 Confidential Documents.

12       19. This Stipulation and Protective Order shall not be construed as a  
13 stipulation by any party that any privilege asserted by any party regarding Confidential  
14 Documents, whether produced or disclosed or not, is applicable or valid as to such  
15 documents; however, all parties, by and through their undersigned counsel, agree to  
16 abide by the terms of this Stipulation and Protective Order and to maintain such  
17 documents' confidentiality pursuant to the terms of this Stipulation and Protective  
18 Order.

19       20. Upon the final termination of this litigation, including any appeal  
20 pertaining thereto, all materials that were designated as confidential, as well as any  
21 other Court Ordered Documents provided pursuant to this Protective Order and all  
22 copies thereof, shall be destroyed and such destruction shall be confirmed by letter to  
23 the office of counsel of the party to whom the materials pertain.

24       21. If any party who receives Confidential Information receives a subpoena or  
25 other request seeking Confidential Information, he, she or it shall immediately give  
26 written notice to counsel for the party to whom the request pertains, identifying the  
27 Confidential Information sought and the time in which production or other disclosure is  
28 required, and the affected party shall, per their discretion, object to the request or

1 subpoena on the grounds of this stipulation/protective order, OR other grounds and/or  
2 obtain an order barring production or other disclosure, or to otherwise respond to the  
3 subpoena or other request for production or disclosure of Confidential Material. No  
4 party shall be obligated to seek an order barring production of Confidential  
5 Information, which obligation shall be borne by the party to whom to the privileges  
6 apply. The duty is to notify. However, in no event should production or disclosure be  
7 made without written approval by the affected party's counsel unless required by Court  
8 Order arising from a motion to compel production or disclosure of Confidential  
9 Information.

10       22. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
11 written submissions to the Court in this litigation, except at trial, with which  
12 Confidential Information is included shall be subject to a motion or application, at the  
13 discretion of any desirous party, to request that the papers, or the confidential portion  
14 thereof, be placed under seal by the Court. **Good cause for the under seal filing must**  
15 **be shown.**

16       23. Counsel for the parties further agree that, during any portion of this action,  
17 including the pre-trial (e.g. motions in limine) or trial of this action which could entail  
18 the discussion or disclosure of Confidential Information, that any party will have an  
19 opportunity to request that access to the courtroom be limited to parties, their counsel  
20 and other designated representative, experts or consultants who agreed to be bound by  
21 this stipulation/protective order, and court personnel.

22       24. Nothing here shall prejudice any party's rights to object to the introduction  
23 of any Confidential Information into evidence, on grounds including but not limited to  
24 relevance and privilege.

25       25. The fact that the parties have entered into this stipulation does not waive  
26 any of parties' rights to challenge the designation of materials as confidential.  
27 Nevertheless, the parties understand and acknowledge that non-public materials  
28 contained within personal, financial and/or educational files and records are being



1 provided pursuant to this Protective Order and they are to remain protected by this  
2 Order to the extent they were not publicly accessible originally. In the event there is  
3 some "good faith" disagreement as to whether certain documents and/or information  
4 provided by the parties that were labeled as "confidential" should be treated as  
5 confidential, the parties agree to make informal attempts to resolve such issues.  
6 However, to be clear, this stipulation and order in no way makes any originally publicly  
7 accessible information confidential.

8         26. The Court shall maintain continuing jurisdiction over this matter  
9 to the extent necessary to enforce the terms and /or address alleged breaches of this  
10 protective order.

11         27. The provisions of the Stipulation and/or this Protective Order  
12 shall be in effect until further Order of the Court or further written Stipulation by the  
13 parties by and through their attorneys of record.

14             IT IS SO ORDERED.

15  
16 Dated: March 12, 2015



17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  

---

Paul L. Abrams  
United States Magistrate Judge