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

Armando Quezada, Catalina De Quezada,
R.V., M.Q., and A.Q.C,

Plaintiff,

vs.

CITY OF LOS ANGELES, LAPD CHIEF
CHARLES BECK, individually and in his
official capacity, LAPD DETECTIVE
JUAN TOPETE, #27454, individually and
in his official capacity, LAPD OFFICER
GABRIEL BUCKNELL, #35961,
individually and in his official capacity,
LAPD OFFICER BRISCOE, #39133,
individually and in his official capacity,
LAPD OFFICER LUKE BENNETT,
#38384, individually and in his official
capacity, LAPD OFFICER MIRANDA,
#39874, individually and in his official
capacity, LAPD DETECTIVE WILBUR,
#33756, individually and in his official
capacity, LAPD DETECTIVE MUNOZ,
#27719, individually and in his official
capacity, AND DOES 1-20,

Defendants.

Case No.: CV15-07382-ODW(PJWx)
Honorable Otis D. Wright, II
Honorable Patrick J. Walsh

PROTECTIVE ORDER

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
12 sets forth the procedures that must be followed and the standards that will be applied
13 when a party seeks permission from the court to file material under seal.

14
15 B. GOOD CAUSE STATEMENT

16 The Los Angeles Police Department conducted a non-categorical use of force
17 investigation and internal affairs investigation, both internal investigations, into this
18 matter. As part of the investigation compelled statements were taken from police
19 officers. Such information is obtained through the administrative investigation of this
20 matter by the LAPD and maintained as confidential peace officer personnel records and
21 utilized for administrative issues. A protective order is appropriate for this information
22 and related documents as such internal investigations can be used to ascertain if police
23 policies and procedures in such areas as supervision, training, tactics, policies, etc.,
24 should be modified. These internal investigations are an essential aid to providing a
25 critical, self-evaluation of LAPD officers and policies and accordingly serve the residents
26 of Los Angeles.

27 Police reports, a 911 call, police radio communication and documents describing
28 said information, were also generated as part of the incident. These documents and audio

1 contain confidential, personal information for unrelated third-parties. A protective order
2 is appropriate for this information and all third-party information, to protect their privacy
3 and prevent embarrassment or humiliation for persons not involved in this litigation.

4 Unrelated LAPD use of force investigations and internal affairs complaint
5 investigations may, at some point, also be produced as a part of discovery in this
6 litigation. For identical reasons as those listed in the first paragraph of this section, a
7 protective order is appropriate for any such information which may be produced as a part
8 of this litigation.

9 Finally, medical records for Plaintiff may be produced as discovery in this
10 litigation. Any medical records would inherently contain confidential, private
11 information. A protective order is appropriate for any medical records produced in this
12 litigation to prevent humiliation, embarrassment and a breach of confidential medical
13 information.

14 15 2. DEFINITIONS

16 2.1 Action: This pending federal lawsuit, *Armando Quezada, et al. v. City of Los Angeles,*
17 *et al.*, CV15-07382-ODW-PJWx.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under
22 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
23 Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
25 staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”
28

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
2 or manner in which it is generated, stored, or maintained (including, among other things,
3 testimony, transcripts, and tangible things), that are produced or generated in disclosures
4 or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as an expert witness
7 or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
13 Action but are retained to represent or advise a party to this Action and have appeared in
14 this Action on behalf of that party or are affiliated with a law firm which has appeared on
15 behalf of that party, and includes support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors, employees,
17 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support services
21 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
22 organizing, storing, or retrieving data in any form or medium) and their employees and
23 subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial judge.
8 This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Once a case proceeds to trial, all of the information that was designated as
11 confidential or maintained pursuant to this protective order becomes public and will be
12 presumptively available to all members of the public, including the press, unless
13 compelling reasons supported by specific factual findings to proceed otherwise are made
14 to the trial judge in advance of the trial. See *Kamakana v. City and County of Honolulu*,
15 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for
16 sealing documents produced in discovery from “compelling reasons” standard when
17 merits-related documents are part of court record). Accordingly, the terms of this
18 protective order do not extend beyond the commencement of the trial.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
21 or Non-Party that designates information or items for protection under this Order must
22 take care to limit any such designation to specific material that qualifies under the
23 appropriate standards. The Designating Party must designate for protection only those
24 parts of material, documents, items, or oral or written communications that qualify so that
25 other portions of the material, documents, items, or communications for which protection
26 is not warranted are not swept unjustifiably within the ambit of this Order.
27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
28 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to

1 unnecessarily encumber the case development process or to impose unnecessary expenses
2 and burdens on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection, that Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
7 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but
12 excluding transcripts of depositions or other pretrial or trial proceedings), that the
13 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
14 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
15 portion or portions of the material on a page qualifies for protection, the Producing Party
16 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
17 in the margins).

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party has indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspection shall be deemed
22 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
26 that contains Protected Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identify the
2 Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

4 (c) for information produced in some form other than documentary and
5 for any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
8 the Producing Party, to the extent practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Order for such material. Upon timely
12 correction of a designation, the Receiving Party must make reasonable efforts to assure
13 that the material is treated in accordance with the provisions of this Order.

14
15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
17 confidentiality at any time that is consistent with the Court’s Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 37.1 et seq.

20 6.3 The burden of persuasion in any such challenge proceeding shall be on the
21 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
22 harass or impose unnecessary expenses and burdens on other parties) may expose the
23 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
24 the confidentiality designation, all parties shall continue to afford the material in question
25 the level of protection to which it is entitled under the Producing Party’s designation until
26 the Court rules on the challenge.

27
28 7. ACCESS TO AND USE OF PROTECTED MATERIAL

1 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
2 produced by another Party or by a Non-Party in connection with this Action only for
3 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
4 be disclosed only to the categories of persons and under the conditions described in this
5 Order. When the Action has been terminated, a Receiving Party must comply with the
6 provisions of section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a location and
8 in a secure manner that ensures that access is limited to the persons authorized under this
9 Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
11 by the court or permitted in writing by the Designating Party, a Receiving Party may
12 disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of
17 the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
19 reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
24 whom disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a custodian or
27 other person who otherwise possessed or knew the information;

1 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to
2 whom disclosure is reasonably necessary provided: (1) the deposing party requests that
3 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
4 to keep any confidential information unless they sign the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
6 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material may be separately bound by the court reporter
8 and may not be disclosed to anyone except as permitted under this Stipulated Protective
9 Order; and

10 (i) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.
12

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
14 OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation that
16 compels disclosure of any information or items designated in this Action as
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification
19 shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to issue in
21 the other litigation that some or all of the material covered by the subpoena or order is
22 subject to this Protective Order. Such notification shall include a copy of this Stipulated
23 Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
25 Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the
27 subpoena or court order shall not produce any information designated in this action as
28 “CONFIDENTIAL” before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court of
3 its confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
5 from another court.

6
7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
8 IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-Party in
10 this Action and designated as "CONFIDENTIAL." Such information produced by Non-
11 Parties in connection with this litigation is protected by the remedies and relief provided
12 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
13 from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce a
15 Non-Party's confidential information in its possession, and the Party is subject to an
16 agreement with the Non-Party not to produce the Non-Party's confidential information,
17 then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
19 of the information requested is subject to a confidentiality agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
21 this Action, the relevant discovery request(s), and a reasonably specific description of the
22 information requested; and

23 (3) make the information requested available for inspection by the Non-Party, if
24 requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
26 receiving the notice and accompanying information, the Receiving Party may produce the
27 Non-Party's confidential information responsive to the discovery request. If the Non-
28 Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality agreement
2 with the Non-Party before a determination by the court. Absent a court order to the
3 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
4 court of its Protected Material.

5
6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15
16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently
19 produced material is subject to a claim of privilege or other protection, the obligations of
20 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
21 This provision is not intended to modify whatever procedure may be established in an e-
22 discovery order that provides for production without prior privilege review. Pursuant to
23 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
24 effect of disclosure of a communication or information covered by the attorney-client
25 privilege or work product protection, the parties may incorporate their agreement in the
26 stipulated protective order submitted to the court.

27
28 12. MISCELLANEOUS

1 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
2 seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
4 Order no Party waives any right it otherwise would have to object to disclosing or
5 producing any information or item on any ground not addressed in this Stipulated
6 Protective Order. Similarly, no Party waives any right to object on any ground to use in
7 evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
9 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific Protected
11 Material at issue. If a Party's request to file Protected Material under seal is denied by the
12 court, then the Receiving Party may file the information in the public record unless
13 otherwise instructed by the court.

14
15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60 days
17 of a written request by the Designating Party, each Receiving Party must return all
18 Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected Material.
21 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
22 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
23 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
24 consultant and expert work product, even if such materials contain Protected Material.
25 Any such archival copies that contain or constitute Protected Material remain subject to
26 this Protective Order as set forth in Section 4 (DURATION).
27
28

1 14. Any violation of this Order may be punished by any and all appropriate 2
2 measures including, without limitation, contempt proceedings and/or monetary 3
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5
6 DATED: May 22, 2018

ABIR COHEN TREYZON SALO, LLP

7
8 By: _____ /s/

9 Boris Treyzon, Esq.
10 Meagan Melanson, Esq.
11 Attorneys for Plaintiffs

12 DATED: May __, 2018

MICHAEL N. FEUER, City Attorney

13 **THOMAS H. PETERS**, Chief Assistant City Attorney
14 **CORY M. BRENT**, Senior Assistant City Attorney

15 By: _____
16 **MATTHEW P. MATTIS**, Deputy City Attorney
17 *Attorneys for Defendants*

18
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: May 23, 2018

Patrick J. Walsh

22 _____
Patrick J. Walsh

23 United States Magistrate Judge
24
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on [date] in the case
8 of _____ [insert formal name of the case and the number and initials assigned to it
9 by the court]. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order. I further agree to submit to the jurisdiction of the United States
15 District Court for the Central District of California for the purpose of enforcing the terms
16 of this Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with this
20 action or any proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____