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 24 CATHY BONNER

25 **UNITED STATES DISTRICT COURT**
 26 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 27 **WESTERN DIVISION**

28 **CATHY BONNER, an individual,**

Plaintiff,

v.

COUNTY OF LOS ANGELES, et al.,

Defendants.

Case No. CV15-08885-GW(SSx)

Hon. George Wu – Ctrm. 9D, W. 1st Street
Hon. Suzanne Segal - Ctrm. 590, Roybal
Complaint filed: 11/13/15; Trial Date: 10/17/17

STIPULATED PROTECTIVE ORDER

1 Plaintiff CATHY BONNER and Defendants COUNTY OF LOS ANGELES,
2 CAPTAIN MARIA R. GUITERREZ, in her official capacity only, CAPTAIN
3 KEVIN R. KUYKENDALL , in his official capacity only, DANIEL NESSER and
4 JUAN SORIANO ("Defendants") (collectively, the "Parties") by and through their
5 respective counsel of record, hereby stipulate and agree to the entry of a Stipulated
6 Protective Order as follows:
7

9 **1. A. PURPOSES AND LIMITATIONS**

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

2 This action is likely to involve confidential and proprietary information for
3 which special protection from public disclosure and from use for any purpose other
4 than prosecution of this action is warranted. Such confidential and proprietary
5 materials and information may consist of, among other things, medical information
6 and records, the identity of LASD inmates, employment/personnel information and
7 records, peace officer personnel records, confidential business or financial
8 information, information regarding confidential business practices, or other
9 confidential research, development, or private information (including information
10 implicating privacy rights of third parties), information otherwise generally
11 unavailable to the public, or which may be privileged or otherwise protected from
12 disclosure under state or federal statutes, court rules, case decisions, or common law.
13 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
14 disputes over confidentiality of discovery materials, to adequately protect information
15 the parties are entitled to keep confidential, to ensure that the parties are permitted
16 reasonable necessary uses of such material in preparation for and in the conduct of
17 trial, to address their handling at the end of the litigation, and serve the ends of
18 justice, a protective order for such information is justified in this matter. It is the
19 intent of the parties that information will not be designated as confidential for tactical
20 reasons and that nothing be so designated without a good faith belief that it has been
21 reasons and that nothing be so designated without a good faith belief that it has been
22 reasons and that nothing be so designated without a good faith belief that it has been
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26 reasons and that nothing be so designated without a good faith belief that it has been
27 reasons and that nothing be so designated without a good faith belief that it has been
28 reasons and that nothing be so designated without a good faith belief that it has been

1 maintained in a confidential, non-public manner, and there is good cause why it
2 should not be part of the public record of this case.

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4 **2. DEFINITIONS**

5 2.1 Action: This pending federal law suit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
7 information or items under this Order.
8

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
10 it is generated, stored or maintained) or tangible things that qualify for protection
11 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
12 Cause Statement.
13

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).
16

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”
20

21 2.6 Disclosure or Discovery Material: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.
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5 2.8 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.
8

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.
11

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
13 this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which
15 has appeared on behalf of that party, and includes support staff.
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18 2.11 Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).
21

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.
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25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
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1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3
4 2.14 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL.”

6
7 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 **3. SCOPE**

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.
16

17
18 Any use of Protected Material at trial shall be governed by the orders of the
19 trial judge. This Order does not govern the use of Protected Material at trial.

20
21 **4. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees
24 otherwise in writing or a court order otherwise directs. Final disposition shall be
25 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
26 or without prejudice; and (2) final judgment herein after the completion and
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1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.

4
5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
7 Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify so that other portions of the material, documents, items, or communications
12 for which protection is not warranted are not swept unjustifiably within the ambit of
13 this Order.
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17 Mass, indiscriminate, or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber the case development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating
21 Party to sanctions.
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25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.
5

6 Designation in conformity with this Order requires:

7
8 (a) for information in documentary form (e.g., paper or electronic documents,
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
10 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
11 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
12 portion or portions of the material on a page qualifies for protection, the Producing
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
14 markings in the margins).
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18 A Party or Non-Party that makes original documents available for inspection
19 need not designate them for protection until after the inspecting Party has indicated
20 which documents it would like copied and produced. During the inspection and
21 before the designation, all of the material made available for inspection shall be
22 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
23 it wants copied and produced, the Producing Party must determine which documents,
24 or portions thereof, qualify for protection under this Order. Then, before producing
25 the specified documents, the Producing Party must affix the “CONFIDENTIAL
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1 legend” to each page that contains Protected Material. If only a portion or portions of
2 the material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).
5

6 (b) for testimony given in depositions that the Designating Party identify the
7 Disclosure or Discovery Material on the record, before the close of the deposition all
8 protected testimony.
9

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the
12 exterior of the container or containers in which the information is stored the legend
13 “CONFIDENTIAL.” If only a portion or portions of the information warrants
14 protection, the Producing Party, to the extent practicable, shall identify the protected
15 portion(s).
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19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
20 to designate qualified information or items does not, standing alone, waive the
21 Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.
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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time that is consistent with the Court's Scheduling Order.
4

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
6 process under Local Rule 37.1 et seq.
7

8 6.3 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Frivolous challenges, and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 or withdrawn the confidentiality designation, all parties shall continue to afford the
13 material in question the level of protection to which it is entitled under the Producing
14 Party's designation until the Court rules on the challenge.
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18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
20 disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action has been terminated, a Receiving
24 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
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1 Protected Material must be stored and maintained by a Receiving Party at a location
2 and in a secure manner that ensures that access is limited to the persons authorized
3 under this Order.
4

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
6 ordered by the court or permitted in writing by the Designating Party, a Receiving
7 Party may disclose any information or item designated “CONFIDENTIAL” only to:
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9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this Action;
12

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;
15

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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20 (d) the court and its personnel;
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22 (e) court reporters and their staff;
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24 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
25 to whom disclosure is reasonably necessary for this Action and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may be
10 separately bound by the court reporter and may not be disclosed to anyone except as
11 permitted under this Stipulated Protective Order; and
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16 (i) any mediator or settlement officer, and their supporting personnel, mutually
17 agreed upon by any of the parties engaged in settlement discussions.
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19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
20 **PRODUCED IN OTHER LITIGATION**
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22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:
25

26 (a) promptly notify in writing the Designating Party. Such notification shall
27 include a copy of the subpoena or court order;
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1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena or
3 order is subject to this Protective Order. Such notification shall include a copy of this
4 Stipulated Protective Order; and
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6 (c) cooperate with respect to all reasonable procedures sought to be pursued by
7 the Designating Party whose Protected Material may be affected.
8

9 If the Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this action as
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party’s permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its confidential material and nothing in these provisions should be construed
15 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
16 directive from another court.
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20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**
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23 (a) The terms of this Order are applicable to information produced by a Non-
24 Party in this Action and designated as “CONFIDENTIAL.” Such information
25 produced by Non-Parties in connection with this litigation is protected by the
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1 remedies and relief provided by this Order. Nothing in these provisions should be
2 construed as prohibiting a Non-Party from seeking additional protections.

3
4 (b) In the event that a Party is required, by a valid discovery request, to produce
5 a Non-Party's confidential information in its possession, and the Party is subject to an
6 agreement with the Non-Party not to produce the Non-Party's confidential
7 information, then the Party shall:
8

9 (1) promptly notify in writing the Requesting Party and the Non-Party
10 that some or all of the information requested is subject to a confidentiality agreement
11 with a Non-Party;
12

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s), and a reasonably
15 specific description of the information requested; and
16

17 (3) make the information requested available for inspection by the Non-
18 Party, if requested.
19

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party's confidential information responsive to the discovery request.
23

24 If the Non-Party timely seeks a protective order, the Receiving Party shall not
25 produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
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1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
2 of seeking protection in this court of its Protected Material.

3
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.
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16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
17 **PROTECTED MATERIAL**
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19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without prior
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or
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1 information covered by the attorney-client privilege or work product protection, the
2 parties may incorporate their agreement in the stipulated protective order submitted to
3 the court.
4

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.
8

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.
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16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the court, then the Receiving Party may file the information in
21 the public record unless otherwise instructed by the court.
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25 **13. FINAL DISPOSITION**

26 After the final disposition of this Action, as defined in paragraph 4, within 60
27 days of a written request by the Designating Party, each Receiving Party must return
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1 all Protected Material to the Producing Party or destroy such material. As used in this
2 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
3 summaries, and any other format reproducing or capturing any of the Protected
4 Material. Whether the Protected Material is returned or destroyed, the Receiving
5 Party must submit a written certification to the Producing Party (and, if not the same
6 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
7 (by category, where appropriate) all the Protected Material that was returned or
8 destroyed and (2) affirms that the Receiving Party has not retained any copies,
9 abstracts, compilations, summaries or any other format reproducing or capturing any
10 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
11 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
12 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
13 reports, attorney work product, and consultant and expert work product, even if such
14 materials contain Protected Material. Any such archival copies that contain or
15 constitute Protected Material remain subject to this Protective Order as set forth in
16 Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.
4

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 **SIAS CARR, LLP**

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9
10 Date: April 24, 2017

By: _____

11 **PETER L. CARR**
12 Attorney for Plaintiff,
13 Cathy Bonner

14 **GIRARDI | KEESE**

15 */S/*

16
17 Date: April 24, 2017

By: _____

18 **JOSEPH R. FINNERTY**
19 Attorney for Plaintiff,
20 Cathy Bonner

21 Date: April 24, 2017

IVIE, McNEILL & WYATT

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24 By: _____

25 **JENNIFER R. JACOBS**
26 Attorneys for Defendants,
27 County of Los Angeles, et al.
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Date: April 24, 2017

L/O OF BRENDAN PEGG

/S/

By: _____

BRENDAN PEGG
Attorneys for Defendant,
Daniel Nesser

Date: April 24, 2017

ARENT FOX, LLP

/S/

By: _____

ALLAN ANDERSON
Attorneys for Defendant,
Juan Soriano

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: April 24, 2017

/S/ Suzanne H. Segal
United States Magistrate Judge