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

SHERYN CAMPRONE,
Plaintiffs,

v.

CITY OF LOS ANGELES, Police Officers
CLIFFORD PROCTOR, JONATHAN
KAWAHARA, Police Chief CHARLIE
BECK, in his individual and official
capacity; DOES 1 - 10, inclusive,
Defendants.

CASE NO. CV16-00885 R (JCx)
Hon. Manuel L. Real - Ctrm. 8, 2nd Fl
Hon. Mag. Jacqueline Chooljian - Ctrm. 20, 3rd Fl

**PROTECTIVE ORDER RE:
DISCLOSURE OF CONFIDENTIAL
INFORMATION**

WHEREAS, Plaintiff is seeking materials and information that Defendant City of Los Angeles (“City”) maintains as confidential, such as personnel files of the police officers involved in this incident, Force Investigation Division materials and information, Internal Affairs materials and information, and other administrative materials and information currently in the possession of the City and which the City believes need special protection from public disclosure and from use for any purpose other than prosecuting this litigation;

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1 WHEREAS, Plaintiff is also seeking official information contained in the
2 personnel files of the involved police officers, LAPD Officers, which the City
3 maintains as strictly confidential and which the City believes need special protection
4 from public disclosure and from use for any purpose other than prosecuting this
5 litigation;

6 WHEREAS, the City asserts that the confidentiality of the materials and
7 information sought by Plaintiff is recognized by California and federal law, as
8 evidenced *inter alia* by *California Penal Code* section 832.7 and *Kerr v. United*
9 *States Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394
10 (1976);

11 WHEREAS, the City has not publicly released the materials and information
12 referenced above except under protective order or pursuant to court order, if at all;

13 WHEREAS, the City contends these materials and information are of the type
14 that has been used to initiate disciplinary action against Los Angeles Police
15 Department (“LAPD”) officers, and has been used as evidence in disciplinary
16 proceedings, where the officers’ conduct was considered to be contrary to LAPD
17 policy;

18 WHEREAS, the City contends that absent a protective order delineating the
19 responsibilities of nondisclosure on the part of the parties hereto, there is a specific
20 risk of unnecessary and undue disclosure by one or more of the many attorneys,
21 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well
22 as the corollary risk of embarrassment, harassment and professional and legal harm
23 on the part of the LAPD officers referenced in the materials and information;

24 WHEREAS, the City contends that the unfettered disclosure of the materials
25 and information, absent a protective order, would allow the media to share this
26 information with potential jurors in the area, impacting the rights of the City herein
27 to receive a fair trial.

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3 **ORDER ON STIPULATION**

4 The Court, having found good cause, Orders as follows:

5 1. Defendants (hereinafter “Disclosing Party(ies)”) may designate as
6 confidential any personnel files, videos, Internal Affairs materials or any other
7 materials or writing that they, in good faith, believe is protected from disclosure
8 within the meaning of FRCivP 26(g), in that they believe the material contains
9 confidential or private information. Such materials may be classified as subject to
10 this protective order by marking the material, each document or writing with a
11 watermark that includes words such as “Confidential,” “Confidential Documents,”
12 “Confidential Material,” “Subject to Protective Order,” or words of a similar effect,
13 and that includes the case name and case number. Materials and writings so
14 designated, and all privileged information derived therefrom [hereinafter
15 collectively referred to as “Confidential Material”], shall be treated in accordance
16 with the terms of this Order. In making this designation, the Disclosing Parties are
17 also representing that no portion of the materials is segregable and, therefore,
18 subject to production without restriction as “Confidential.”

19 2. Confidential Material may be used by the persons receiving such
20 information [hereinafter “Receiving Party(ies)”) only for the purpose of litigation of
21 this case, and for such other purposes as permitted by law.

22 3. This Order applies not only to the Confidential Material, but also to (1)
23 any information copied or extracted from the Confidential Material; (2) all copies,
24 excerpts, summaries or compilations of Confidential Material; and (3) any
25 testimony, conversations, or presentations by Receiving Parties that might reveal
26 Confidential Material.

27 4. The Confidential Material may only be disclosed to the Court and to
28 the following “qualified” persons:

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3 (a) Counsel of record for the parties to this civil litigation;

4 (b) Defendants City of Los Angeles and Los Angeles Police
5 Department;

6 (c) Attorneys, paralegals, law clerks, stenographic, clerical and
7 secretarial personnel who are employees in the offices of counsel referred to in
8 subparagraph (a);

9 (d) Parties to the litigation;

10 (e) Expert witnesses consulted and/or retained for this action; and

11 (f) The judge and court personnel, including stenographic reporters.

12 5. Prior to the disclosure of any Confidential Material to any person
13 described in paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to
14 use or disclose such Confidential Material shall first provide a copy of this
15 Stipulation and have the individual to whom the Receiving Party intends to disclose
16 said Confidential Material sign the Nondisclosure Agreement set forth in
17 Attachment "A", stating that the person has received and read a copy of the
18 Stipulation and understands that s/he is bound by the terms of the Stipulation.

19 6. Unless made on the record in this litigation, counsel making the
20 disclosure to any qualified person described herein shall retain the original executed
21 copy of the Nondisclosure Agreements until thirty (30) days after this litigation has
22 become final, including any appellate review, and monitoring of an injunction.
23 Counsel for the Receiving Party shall maintain all signed Nondisclosure Agreements
24 and shall produce the original signature page upon reasonable written notice from
25 opposing counsel. If an issue arises regarding a purported unauthorized disclosure
26 of Confidential Material, upon noticed motion of contempt filed by the Disclosing
27 Parties, counsel for the Receiving Party may be required to file the signed
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1 Nondisclosure Agreements, as well as a list of the disclosed materials, in camera
2 with the Court having jurisdiction of the Stipulation.

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4 7. The court reporter, videographer, and audiographer, if any, who record
5 all or part of the depositions in this matter shall be subject to this Order. In
6 preparing the original deposition videotape, audiotape, or portions thereof, any
7 copies thereof, or portions of copies thereof, all materials and testimony designated
8 as “Confidential Material”, including testimony derived from the “Confidential
9 Material”, shall be segregated from the rest of the deposition. No copies of such
10 segregated “Confidential Material” portions of the materials described above shall
11 be provided to any persons other than those persons identified in paragraph 4.
12 Nothing in this agreement is intended to limit the rights of third parties to obtain
13 such Confidential Material through discovery and subpoena power in other
14 proceedings, subject to a motion for a protective order filed in those proceedings by
15 the party seeking to prevent disclosure of the Confidential Material.

16 8. If any “Confidential Material” or testimony derived from such
17 materials occurs at a deposition, those attending such portions of the depositions
18 shall be bound by this Order and, therefore, shall not disclose to any person or
19 entity, in any manner, including orally, any statements made by Defendants City of
20 Los Angeles and Los Angeles Police Department, or any other current or former
21 employee of the Los Angeles Police Department during the “Confidential” sections
22 of said depositions.

23 9. An inadvertent failure to designate qualified materials or items does
24 not, standing alone, waive the Disclosing Party’s right to secure protection under
25 this Order for such material. Upon being notified of the correction of a designation,
26 the Receiving Party must make reasonable efforts to assure that the material is
27 treated in accordance with this provisions of this Order.

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4 10. Upon final termination of this litigation, including any appeal
5 pertaining thereto, all materials still classified as Confidential Material at that time,
6 and all copies thereof, including copies provided to any qualified person in
7 paragraph 3 herein above, shall be returned to the Disclosing Party within thirty (30)
8 days.

9 11. If any Receiving Party who receives Confidential Material is served
10 with a subpoena or other request seeking Confidential Material, s/he or it shall
11 immediately give written notice to counsel for the Disclosing Parties, identifying the
12 Confidential Material sought and the time in which production or other disclosure is
13 required. Such notice shall be given sufficiently in advance of the date for
14 production or other disclosure so that the Disclosing Parties have the opportunity to
15 obtain an order barring production or other disclosure, or to otherwise respond to the
16 subpoena or other request for production or disclosure of Confidential Material.
17 The Receiving Party also shall immediately give notice to the party who caused the
18 subpoena or other request to issue that the material is subject to this Order and
19 include a copy of this Order. In no event should production or disclosure be made
20 without prior written approval by the Disclosing Party's Counsel unless required by
21 court order arising from a motion to compel production or disclosure of Confidential
22 Material.

23 12. Any pleadings, motions, briefs, declarations, stipulations, exhibits or
24 other written submissions to the Court in this litigation which contain or incorporate
25 Confidential Material shall be filed and maintained in accordance with Local Rule
26 79-5, which governs the filing of materials under seal. Any other pleadings,
27 motions, briefs, declarations, stipulations, exhibits or other written submissions that
28 refer but do not contain or incorporate Confidential Material, shall designate the

1 particular aspects that are confidential so as to enable the Court, in drafting
2 presumptively public orders relating to these filings under seal, to determine
3 whether there is evidence which the Court should attempt not to disclose. If any
4 papers to be filed with the Court contain Confidential Material, the proposed filing
5 shall be accompanied by an application to file the papers or the portion thereof
6 containing the protected information, under seal and that the application shall be
7 directed to the judge to whom the papers are directed. Pending the ruling on the
8 application, the papers or portions thereof subject to the sealing application shall be
9 lodged under seal.

10 13. Counsel for the parties agree to request that any motions, applications
11 or other pre-trial proceedings which would entail the disclosure of Confidential
12 Material be heard by the Court in a manner that would preserve the confidential
13 nature of the information, unless having heard opposition from counsel to such a
14 process, the Court orders otherwise.

15 14. Nothing herein shall prejudice any party's rights to object to the
16 introduction of any Confidential Material into evidence.

17 15. Any violation of this Order may be punished by any and all appropriate
18 measures including, without limitation, contempt proceedings and/or monetary
19 sanctions.

20 16. Any party bound by the Order who contests the confidential nature of
21 materials produced pursuant to this Order may move the Court for an order to have
22 the materials removed from the protective order and to have the materials declared
23 not confidential, or otherwise move to modify the Order as to some or all of the
24 materials.

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1 17. Any procedures specified above in this Protective Order are in addition
2 to, and not in lieu of, compliance with the local rules regarding discovery motions.

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4 **ATTACHMENT "A"**
5 **NONDISCLOSURE AGREEMENT**

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7 I, _____ do solemnly swear that I am fully familiar
8 with the terms of the Protective Order entered in *Sheryn Camprone v. City of Los*
9 *Angeles, et al.*, United States District Court for the Central District of California,
10 Central Division, Case No. No.CV16-00885 R (JCx), and hereby agree to comply
11 with and be bound by the terms and conditions of said Order. I hereby consent to
12 the jurisdiction of the United States District Court for the Central District of
13 California for purposes of enforcing this Order.

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15 Dated: _____ Signed:

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17 ***IT IS SO ORDERED.***

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19 Dated: May 25, 2016

20 By: 
21 **HONORABLE MANUEL L. REAL**
22 **UNITED JUDGE DISTRICT JUDGE**