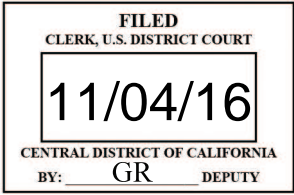


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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

WALTER DELEON, an individual;
YOVANNA DELEON as court-appointed
conservator to WALTER DELEON;

Plaintiffs,

adv.

CITY OF LOS ANGELES; LOS
ANGELES POLICE DEPARTMENT;
CAIRO PALACIOS, an individual and
officer; and DOE OFFICERS 1-10;
Inclusive,

Defendants.

Case No. CV16-03721 FMO (RAOx)
*[Assigned to Hon. Fernando M. Olguin;
Magistrate: Rozella A. Oliver]*

PROTECTIVE ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Whereas Plaintiff WALTER DELEON has propounded requests for
production of documents and has requested confidential documents from
Defendant LOS ANGELES POLICE DEPARTMENT, and the parties having met
and conferred, and seek to avoid burdening the Court with possibly unnecessary

1 discovery motions, and whereas the parties agree the release of certain documents
2 may assist in resolving this matter, and have stipulated to the following terms and
3 conditions, IT IS HEREBY ORDERED:
4

5 1. The parties may designate as confidential the following:

6 [A] Transcripts of interviews conducted pursuant to the Los
7 Angeles Police Department's internal investigation of the incident underlying this
8 lawsuit;
9

10 [B] Any documents which the Court orders or the parties agree in
11 writing shall be kept confidential;
12

13 all of which the parties believe might contain information of a privileged,
14 confidential, private or sensitive nature, by affixing to such document or writing a
15 legend, such as "Confidential." "Confidential Documents," "Confidential
16 Material," "Subject to Protective Order" or words of similar effect. These
17 categories of documents and writings so designated, and all information derived
18 therefrom (hereinafter, collectively, "Confidential Information"), shall be treated in
19 accordance with the terms of this stipulation.
20
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22 2. Confidential Information may be used by the persons receiving
23 such information only for the purpose of this litigation.
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25 3. Subject to the further conditions imposed by this stipulation,
26 Confidential Information may be disclosed only to the following persons:
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1 (a) Counsel for the parties and to experts, investigators, paralegal
2 assistants, office clerks, secretaries and other such personnel working under their
3 supervision;
4

5 (b) Such other parties as may be agreed by written stipulation
6 among the parties hereto.
7

8 4. Prior to the disclosure of any Confidential Information to any
9 person described in paragraph 3(a) or 3(b), counsel for the party that has received
10 and seeks to use or disclose such Confidential Information shall first provide any
11 such person with a copy of this stipulation, and shall cause him or her to execute,
12 on a second copy which counsel shall thereafter serve on the other party the
13 following acknowledgment:
14

15
16 “I understand that I am being given access to Confidential
17 Information pursuant to the foregoing stipulation and order.
18 I have read the Order and agree to be bound by its terms
19 with respect to the handling, use and disclosure of such
20 Confidential Information.
21

22 Dated: _____/s/ _____”
23

24 5. Upon the final termination of this litigation, including any
25 appeal pertaining thereto, all Confidential Information and all copies thereof shall
26 be returned to the Defendants, except as to Court personnel. All Confidential
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1 Information disclosed to any person or party pursuant to any provision hereof also
2 shall be returned to the Defendants.

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4 6. If any party who receives Confidential Information receives a
5 subpoena or other request seeking Confidential Information, he, she or it shall
6 immediately give written notice to the Defendants' counsel, identifying the
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8 Confidential Information sought and the time in which production or other
9 disclosure is required, and shall object to the request or subpoena on the grounds of
10 this stipulation so as to afford the Defendants an opportunity to obtain an order
11 barring production or other disclosure, or to otherwise respond to the subpoena or
12 other request for production or disclosure of Confidential Material. Other than
13 objecting on the grounds of this stipulation, no party shall be obligated to seek an
14 order barring production of Confidential Information, which obligation shall be
15 borne by the Defendants. However, in no event should production or disclosure be
16 made without written notice to Defendants' counsel unless required by court order
17 after serving written notice to defendants' counsel.

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21 7. Any pleadings, motions, briefs, declarations, stipulations,
22 exhibits or other written submissions to the Court in this litigation which contain,
23 reflect, incorporate or refer to Confidential Information shall be filed and
24 maintained under seal, after written application to the Court made. If the Court
25 approves the application to file the documents under seal, the original and judge's
26 copy of the document shall be sealed in separate envelopes with a title page affixed
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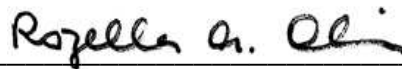
1 to the outside of each envelope. No sealed or confidential record of the Court
2 maintained by the Clerk shall be disclosed except upon written order of the Court.
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4 8. Counsel for the parties shall request that any motions,
5 applications or other pre-trial proceedings which could entail the discussion or
6 disclosure of Confidential Information be heard by the Court outside the presence
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8 of the jury, unless having heard from counsel, the Court orders otherwise.

9 9. Nothing herein shall prejudice any party's rights to object to the
10 introduction of any Confidential Information into evidence, on grounds including
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12 but not limited to relevance and privilege.

13 10. This Protective Order survives settlement, trial and/or appeal.
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16 DATED: November 4, 2016
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18 HONORABLE ROZELLA A. OLIVER
19 UNITED STATES MAGISTRATE JUDGE
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