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

STEVE BROWN, individually,  
Plaintiff,  
v.  
THE CITY OF LOS ANGELES;  
OFFICER RODRIGUEZ, in his  
individual and official capacity;  
OFFICER MARTINEZ, in his  
individual and official capacity; and  
DOES 1 through 50, inclusive,  
Defendants.

**CASE NO. CV16-05803 CAS (SSx)**  
*Honorable Christina A. Snyder*

**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 (i.e., Use of Force Report) and information, Internal Affairs materials and information, video recordings, 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 police officers involved in the subject incident, 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 that these materials and information are of the  
14 type 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 unfettered disclosure of the materials and  
25 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.  
28



1 (b) Defendants City of Los Angeles and Los Angeles Police  
2 Department;

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

6 (d) Parties to the litigation;

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

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

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

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

27 7. The court reporter, videographer, and audiographer, if any, who record  
28 all or part of the depositions in this matter of Defendants City of Los Angeles and

1 Los Angeles Police Department, or any other current or former employee of the Los  
2 Angeles Police Department shall be subject to this Order. In preparing the original  
3 deposition videotape, audiotape, or portions thereof, any copies thereof, or portions  
4 of copies thereof, all materials and testimony designated as “Confidential Material”  
5 shall be segregated from the rest of the deposition. No copies of such segregated  
6 “Confidential Material” portions of the materials described above shall be provided  
7 to any persons other than those persons identified in paragraph 4. Nothing in this  
8 agreement is intended to limit the rights of third parties to obtain such Confidential  
9 Material through discovery and subpoena power in other proceedings, subject to a  
10 motion for a protective order filed in those proceedings by the party seeking to  
11 prevent disclosure of the Confidential Material.

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

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

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

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

15           12. Any pleadings, motions, briefs, declarations, stipulations, exhibits or  
16 other written submissions to the Court in this litigation which contain or incorporate  
17 Confidential Material shall be filed and maintained in accordance with Local Rule  
18 79-5, which governs the filing of materials under seal. Any other pleadings,  
19 motions, briefs, declarations, stipulations, exhibits or other written submissions that  
20 refer but do not contain or incorporate Confidential Material, shall designate the  
21 particular aspects that are confidential so as to enable the Court, in drafting  
22 presumptively public orders relating to these filings under seal, to determine  
23 whether there is evidence which the Court should attempt not to disclose. If any  
24 papers to be filed with the Court contain Confidential Material, the proposed filing  
25 shall be accompanied by an application to file the papers or the portion thereof  
26 containing the protected information, under seal and that the application shall be  
27 directed to the judge to whom the papers are directed. Pending the ruling on the  
28 application, the papers or portions thereof subject to the sealing application shall be  
lodged under seal.

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

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

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

11           16. Any party bound by this Stipulation who contests the confidential  
12 nature of materials produced pursuant to this Stipulation may move the Court for an  
13 order to have the materials removed from the protective order and to have the  
14 materials declared not confidential, or otherwise move to modify the Stipulation as  
15 to some or all of the materials.

16           17. This Protective Order does not govern the use of confidential material  
17 at trial and that use of confidential material at trial shall be governed by order of the  
18 trial judge.

19           18. Any challenge to a confidentiality designation shall be submitted to the  
20 Court in the form of a joint stipulation under Local Rule 37.

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

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**ATTACHMENT "A"**  
**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_ do solemnly swear that I am fully familiar with the terms of the Protective Order entered in *Steve Brown v. The City of Los Angeles, et al.*, United States District Court for the Central District of California, Central Division, Case No. No.CV16-05803CAS (SSx) and hereby agree to comply with and be bound by the terms and conditions of said Order. I hereby consent to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Order.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

**IT IS SO ORDERED.**

Dated: May 2, 2017

\_\_\_\_\_  
/S/  
**HONORABLE SUZANNE H. SEGAL**  
**UNITED STATES MAGISTRATE JUDGE**