

1 PAUL B. BEACH, State Bar No. 166265
 DENNIS M. GONZALES, State Bar No. 59414
 2 RAYMOND W. SAKAI, State Bar No. 193507
 rsakai@lbaclaw.com
 3 ARNOLD F. LEE, State Bar No. 278610
 alee@lbaclaw.com
 4 LAWRENCE BEACH ALLEN & CHOI, PC
 100 West Broadway, Suite 1200
 5 Glendale, California 91210-1219
 Telephone No. (818) 545-1925
 6 Facsimile No. (818) 545-1937

NOTE: CHANGES MADE BY THE COURT

7 Attorneys for Defendants
 County of Los Angeles, Deputy Henry Molinar,
 8 and Deputy Young Kim

9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

13 WILLIAM WOOD, individually,
 14 Plaintiff,
 15 vs.
 16 THE COUNTY OF LOS ANGELES;
 DEPUTY HENRY MOLINAR, in his
 17 individual and official capacity;
 DEPUTY YOUNG KIM, in his
 18 individual and official capacity; and
 DOES 1 through 50 inclusive,
 19 Defendants.
 20

Case No. 2:16-cv-07451 DMG (JPRx)
 Honorable Jean P. Rosenbluth

**ORDER GRANTING
 STIPULATION FOR
 PROTECTIVE ORDER RE
 CONFIDENTIAL MATERIALS**

22 Having reviewed and considered the Parties' Stipulation for Protective
 23 Order Governing Confidential Materials, good cause showing therein, IT IS SO
 24 ORDERED:

- 25 1. Plaintiff. Plaintiff is William Wood (hereinafter "Plaintiff").
- 26 2. Defendants. Defendants are County of Los Angeles, Henry Molinar,
 27 and Young Kim (hereinafter "Defendants") (Plaintiff and Defendants are
 28 collectively referred to hereinafter as "the Parties").

1 3. Disclosing Party. Disclosing Party shall refer to Defendant County
2 of Los Angeles.

3 4. Receiving Party. The Receiving Party are Plaintiff and his agents as
4 set forth in Paragraph Nos. 17 and 18 of this Protective Order.

5 5. Good Cause Statement and Confidential Materials. Defendants
6 anticipate that during discovery in this action they will produce documents, items,
7 or materials and other information that Defendants contend contain sensitive and
8 confidential information that derives actual or potential value from not being
9 generally known to the public and are the subject of reasonable efforts to maintain
10 their confidentiality. Defendants contend that these documents and/or writings
11 are protected by the Official Information Privilege, the right to privacy
12 guaranteed in the Federal Constitution, the First Amendment and California
13 Constitution, Article I, Section I, and various California Government, Penal, and
14 Evidence Code sections, and thus protected from disclosure. This will be
15 accomplished by affixing to the confidential portions of such document or writing
16 a legend, such as “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO
17 PROTECTIVE ORDER” or words of similar effect. Documents and writings so
18 designated, hereinafter, collectively “Confidential Information”, shall be treated
19 in accordance with the terms of this stipulation/protective order. Documents,
20 writings, and things to be designated may include the following:

21 a) Any material relating to or regarding the personnel files and/or
22 records of any employee or former employee of the Los Angeles County Sheriff’s
23 Department (“LASD”);

24 b) Any material relating to any personnel investigations
25 conducted by the LASD or other law enforcement agency regarding any member
26 or former member of the LASD;

27 c) Any material relating to incidents involving Plaintiff
28 containing sensitive and private information regarding third parties; and

1 d) Investigations by the Los Angeles Sheriff's Department
2 relating or regarding Docket #15-1121335*001.

3 6. Interests In Favor Of Protective Order. This Order is warranted to
4 expedite discovery, while maintaining confidential and private information of
5 Defendants and third parties, and Defendants contend it is necessary to protect
6 parties or persons from annoyance, embarrassment, oppression, or undue burden
7 or expense. Further, Defendants contend disclosure of such information without a
8 protective order may compromise the safety of Defendants and third parties.

9 7. Stipulation. The Parties are entering into this Stipulation for
10 Protective Order to protect against improper disclosure or risk of circumvention
11 of law that might result from any party disclosing sensitive and confidential
12 information as described in this Order. To informally resolve this discovery
13 matter, the Parties have agreed to this Stipulation for Protective Order that
14 carefully limits the use and dissemination of the Confidential Information.

15 8. Confidential Information. This Protective Order shall apply to all
16 designated Confidential Information produced by Disclosing Party to the
17 Receiving Party. The Confidential Information may be contained in originals and
18 copies of relevant interrogatory responses obtained from Disclosing Party in this
19 matter; originals and copies of relevant documents responsive to requests for
20 production of documents obtained from the Disclosing Party in this matter; and
21 originals and copies of transcripts, video recordings, and audio recordings of any
22 deposition taken in this matter during which the Confidential Information is used,
23 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
24 shall be subject to this Protective Order as follows:

25 9. Storage Of Confidential Information. Immediately upon production
26 by the Disclosing Party, attorneys for the Receiving Party shall personally secure
27 and maintain the Confidential Information in their possession. The Confidential
28 Information must remain in a location that is protected to prevent unauthorized

1 persons such as unauthorized employees of counsel, cleaning personnel, etc. from
2 accessing the Confidential Information (e.g. any digital files containing the
3 Confidential Information shall be password protected and/or hard copies of files
4 shall be stored in file cabinets that only authorized individuals can access).
5 Alternately stated, the Confidential Information shall not, under any
6 circumstances, be left in an open or unsecured location.

7 10. Confidential Information Legend. All documents containing
8 Confidential Information shall be stamped “CONFIDENTIAL” or
9 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or words of similar
10 effect. Such stamps shall not obscure any portion of the document.

11 11. Challenging Confidentiality Designations:

12 i. Timing of Challenges: Any Party or Non-Party may challenge
13 a designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 ii. Meet and Confer: The Challenging Party – a party or non-
16 party that challenges the designation of information or items under this Order –
17 shall initiate the dispute resolution process under Local Rule 37.1 et seq. Unless
18 the Disclosing Party has waived or withdrawn the confidentiality designation, all
19 parties shall continue to afford the material in question the level of protection to
20 which it is entitled under the Disclosing Party’s designation until the Court rules
21 on the challenge.

22 iii. Judicial Intervention: In the event that the Parties cannot
23 resolve a the dispute, the Parties shall comply with Civil Local Rules 37-2 et seq.,
24 37-3, and 37-4 to seek judicial intervention.

25 12. Limitation Of Use Of Confidential Information. Attorneys for the
26 Receiving Party shall not cause or knowingly permit disclosure of the contents of
27 the Confidential Information, in any manner, including orally, beyond the
28 disclosure permitted under the terms and conditions of this Order. Any such

1 disclosure shall be construed as a violation of this Order, except when used for
2 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this
3 Protective Order.

4 13. Testimony Regarding The Confidential Information. In the case of
5 depositions, any party acting in good faith may designate all or any portion of the
6 deposition testimony given in this litigation as Confidential Information orally
7 during the deposition. Any questions intended to elicit testimony regarding the
8 contents of the Confidential Information shall be conducted only in the presence
9 of persons authorized to review the Confidential Information as provided in this
10 Order. Any deposition transcript containing such questions and testimony shall
11 be subject to the same protections and precautions applicable to the Confidential
12 Information.

13 14. Inadvertent Disclosure. If the Disclosing Party inadvertently
14 produces any Confidential Information without designating it as such, it may be
15 remedied by (1) promptly notifying the other parties of the error; and (2)
16 providing a substitute copy of the Confidential Information with a proper legend.
17 In that event, the Receiving Party who has obtained inadvertently produced
18 undesignated Confidential Information will: (1) return the previously produced
19 Confidential Information and destroy all copies thereof; and (2) if the Receiving
20 Party has already disseminated the Confidential Information to any person, the
21 Receiving Party will notify all such persons the information was disseminated to
22 the Confidential Information in writing of the need to return such Confidential
23 Information and not to further disseminate it. This provision applies to any and
24 all Confidential Information produced to the Receiving Party.

25 15. Limitations On The Non-Litigation Use Of Confidential
26 Information. The confidentiality of the Confidential Information received from
27 Defendants during discovery in this action shall be maintained, and all
28 Confidential Information exchanged will be used solely for the litigation of this

1 action entitled. Specifically, the Receiving Party may not use such documents,
2 records, or other information (or the contents thereof) for any other purpose,
3 including use as background material, or for inclusion in books, magazines,
4 newspapers, or other publications. The Receiving Party is prohibited from
5 placing any of the Confidential Information on the Internet absent a court order so
6 allowing.

7 16. Court Filings. If necessary in the judgment of attorneys for the
8 Receiving Party, said attorneys may show or reveal the contents of the
9 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth
10 Circuit Rule 27-13. The Receiving Party will inform the Court and Parties of any
11 Confidential Information it intends to present during trial so appropriate measure
12 may be considered by the Court that may be necessary to protect the Confidential
13 Information. The Receiving Party's presentation of Confidential Information
14 during trial will not require compliance with the written consent as set forth in
15 Paragraph No. 18 below, and comply with the provisions of that section.

16 17. Other Persons Authorized To Review Confidential Information. The
17 Receiving Party's attorneys of record may be permitted to see originals and
18 obtain copies of the Confidential Information covered by this Order. Also,
19 Defendants, including officers, directors, employees, and experts thereof may be
20 permitted to review the Confidential Information. Additionally, paralegals,
21 secretaries, expert witnesses, and other individuals and entities that may be
22 employed or retained by the Receiving Party to assist in the preparation and/or the
23 litigation of this action may be permitted to see originals and obtain copies of the
24 Confidential Information covered by this Order, provided such experts and
25 employees have first executed the written statement set forth in Paragraph No. 18
26 below, and comply with the provisions of that section. The Parties' attorneys
27 may review the Confidential Information with the Parties they represent.

28 18. Applicability Of Order To Other Persons. Prior to the disclosure of

1 any Confidential Information to any person described above, attorneys for the
2 Receiving Party who seeks to use or disclose such Confidential Information shall
3 first provide any such person with a copy of this Order, and shall cause him or her
4 to execute the following acknowledgment:

5 “I, _____, declare under penalty
6 of perjury that I am fully familiar with the terms of the
7 Stipulated Protective Order entered in this action and hereby
8 agree to comply with and be bound by the terms and conditions
9 of the said Order with respect to the handling, use and
10 disclosure of each Confidential Document. I understand that I
11 may be subject to penalties for contempt of Court if I violate
12 this Order and hereby consent to the jurisdiction of said Court
13 for purposes of enforcing this Order.

14 Dated: _____ /s/ _____”

15 This written requirement applies to, but is not limited to, expert witnesses and
16 other individuals and entities that may be employed or retained by the Receiving
17 Party’s counsel to assist in the preparation and/or the litigation of this action. The
18 Receiving Party shall be responsible for maintaining the signed original of each
19 such written statement until the conclusion of these proceedings, including any
20 appeal. Counsel for the Receiving Party shall insure that their office staff,
21 including, but not limited to, paralegals and secretaries, shall be made aware of
22 their obligations under this protective order.

23 19. No waiver of objections. Nothing in this Stipulation and Order
24 constitutes any decision by the Court concerning discovery disputes or the
25 admission into evidence of any specific document or testimony or liability for
26 payment of any costs of production or reproduction of documents. This Order
27 also does not constitute a waiver by any party of any right to object to discovery
28 or admission into evidence of any document, record, testimony or other

1 information that is subject to this Order. Nor do Defendants waive any privileges,
2 including, but not limited to, the investigatory files or official information
3 privileges, *see, e.g., Weiner v. FBI*, 943 F.2d 972, 985 (9th Cir. 1991), or *Miller v.*
4 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

5 20. Subpoena for Confidential Information. In the event that the
6 Receiving Party receives a subpoena, discovery request, or other legal process
7 seeking production of Confidential Information, the Receiving Party must give
8 prompt written notice to the Disclosing Party. The Receiving Party shall inform
9 the person or entity seeking the information of the existence of this Stipulation
10 and Order and shall not produce the Confidential Information absent a Court
11 Order requiring such production or the Disclosing Party's written permission.
12 Nothing in this order is intended to authorize a party to disobey a court order or
13 other Legal process.

14 21. Modification. For good cause, any party may seek a modification of
15 this Order, first by attempting to obtain the consent of the other parties to such
16 modification, and then, absent consent, by application to this Court. No such
17 modification will have the force or effect of a court order absent the Court's
18 approval.

19 22. Return of Confidential Information. No more than 30 calendar days
20 after the conclusion of this case the Receiving Party and every other person
21 and/or entity who received originals or copies of the Confidential Information
22 shall make available for pickup copies of the Confidential Information, and
23 material derived therefrom, including, but not limited to, all log(s) of persons
24 authorized to review the protected documents and the written statement(s)
25 acknowledging the terms and provisions of this Order pursuant to Paragraph
26 No. 18 of this Order. Alternatively, the Receiving Party and every other person
27 and/or entity who received originals or copies of the Confidential Information
28 shall destroy all such material and material derived therefrom within 30 calendar


1 days after the conclusion of this case.

2 Additionally, within 30 calendar days after the conclusion of this case,
3 counsel for the Receiving Party shall send a signed declaration stating that such
4 material has been destroyed pursuant to this Protective Order. This case has
5 concluded when (i) a final judgment has been entered by the Court or the case has
6 otherwise been dismissed with prejudice; (ii) the time for any objection to or
7 request for reconsideration of such a judgment or dismissal has expired; (iii) all
8 available appeals have concluded or the time for such appeals has expired; and
9 (iv) any post appeal proceedings have themselves concluded.

10 23. Survivability Of This Protective Order. This Stipulation and
11 Protective Order shall survive the termination of this action, and the Court shall
12 retain jurisdiction to enforce it.

13 IT IS SO ORDERED.

14
15
16 DATED: May 17, 2017



Honorable Jean P. Rosenbluth
United States Magistrate Judge