

- 1 (b) Paralegal, stenographic, clerical and secretarial personnel
2 regularly employed by counsel referred to in (a).
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4 (c) Court personnel, including stenographic reporters engaged in
5 such proceedings as are necessarily incidental to preparation for
6 the trial of this action;
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8 (d) Any outside expert or consultant retained in connection with this
9 action, and not otherwise employed by either party; and
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11 (e) Any “in-house” expert designated by either party to testify at trial
12 in this matter.

13 Nothing in this order prevents a witness from disclosing events or activities
14 personal to him or her, that is, a witness can disclose to others information previously
15 given to the LASD with respect to what he or she saw, heard or otherwise sensed and
16 that information shall not be deemed “CONFIDENTIAL INFORMATION.”
17 Nothing in this Order shall preclude any party from allowing witnesses to read or
18 listen to a copy of their own recorded interviews or from being shown photographs of
19 the scene. Said witnesses shall not be provided a copy of said interview or
20 photographs.

21 6. Each person to whom disclosure is made, with the exception of counsel,
22 and the parties, who are presumed to know the contents of this protective order, and
23 court personnel, shall prior to the time of disclosure, be provided by the person
24 furnishing him/her such material a copy of this order, and shall execute a
25 nondisclosure agreement in the form of Attachment A, a copy of which shall be
26 provided forthwith to counsel for each other party. Such person also must consent to
27 be subject to the jurisdiction of this United States District Court with respect to any
28 proceeding relating to enforcement of this order, including without limitation, any
proceeding for contempt.

7. Until such time as Plaintiffs obtain a reclassification of the
“CONFIDENTIAL INFORMATION,” either by written agreement with LASD or by

1 judicial determination after an in-camera review, testimony taken at a deposition may
2 be designated as confidential by making a statement to that effect on the record at the
3 deposition. Arrangements shall be made with the court reporter taking and
4 transcribing such deposition to separately bind such portions of the transcript
5 containing information designated as confidential, and to label such portions
6 appropriately.

7 8. If CONFIDENTIAL INFORMATION, including any portion of a
8 deposition transcript, is included in any papers to be filed with the Court prior to
9 either joint resolution by the parties or prior to an in-camera review as stated above,
10 such papers shall be accompanied by an application which comports with Local Rule
11 79-5.1 and seeks to (a) file the confidential portions thereof under seal (if such
12 portions are segregable), or (b) file the papers in their entirety under seal (if the
13 confidential portions are not segregable). The Application shall be directed to the
14 judge to whom the papers are directed. Pending the ruling on the application, the
15 papers or portions thereof subject to the sealing application shall be lodged under seal
16 in accordance with Local Rule 79-5.1.

17 9. At the conclusion of the trial and of any appeal or upon termination of
18 this litigation, all CONFIDENTIAL INFORMATION received under the provisions
19 of this order (including any copies made and/or any computer materials made or
20 stored) shall be tendered back to the LASD's counsel within 30 days or destroyed by
21 the parties' counsel, after approval by LASD. Provisions of this order in so far as they
22 restrict disclosure and use of the material shall be in effect until further order of this
23 Court.

24 10. The foregoing is without prejudice to the right of any party:

- 25 (a) To apply to the Court for a further protective order relating to
26 CONFIDENTIAL INFORMATION or relating to discovery in
27 this litigation;

1 (b) To apply to the Court for an order removing the
2 CONFIDENTIAL INFORMATION designation from any
3 documents; and

4 (c) To apply to the Court for an order compelling production of
5 documents or modification of this order or for any order
6 permitting disclosure of CONFIDENTIAL INFORMATION
7 beyond the terms of this order.

8 11. LASD contends that GOOD CAUSE exists for designating these
9 materials as privileged and confidential because they are part of an ongoing criminal
10 investigation and constitute official information.

11 12. CONFIDENTIAL INFORMATION produced in connection with the
12 Court Order shall not be disclosed, disseminated, or in any manner provided to the
13 media or any member of the public, unless the Court has ruled that the information
14 may be divulged to the media and the public.

15 13. In the event that any CONFIDENTIAL INFORMATION is used or
16 referred to during the course of any court proceeding in this action, such information
17 shall not lose its confidential status through such use.

18 14. Counsel, in the above-referenced matter, and those individuals authorized
19 to review the information in connection with this civil matter are expressly prohibited
20 from duplicating, copying or otherwise distributing, disseminating, or orally
21 disclosing any of the disclosed CONFIDENTIAL INFORMATION to any person or
22 entity for any purpose.

23 15. Counsel for each party shall take reasonable precautions to prevent the
24 unauthorized or inadvertent disclosure of CONFIDENTIAL INFORMATION.

25 16. In the event that the terms of this Protective Order are violated, the
26 parties agree that the aggrieved party may immediately apply to this Court to obtain
27 injunctive relief and monetary sanctions against any person violating or threatening to
28 violate any of the terms of this Protective Order. This Court shall retain jurisdiction

1 over the parties for the purpose of enforcing this Protective Order, and the Court shall
2 have the power to modify this Protective Order at any time and to impose whatever
3 penalties it deems appropriate for the violation of this Protective Order, including but
4 not limited to monetary sanctions, judicial sanctions, issue preclusion, and contempt.
5 Any such request for injunctive relief and/or monetary sanctions must be made by a
6 properly noticed motion and pursuant to statute and after contacting the alleged
7 grieving party and holding a conference in an effort to resolve the dispute.

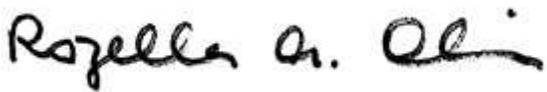
8 17. This Protective Order, and the obligations of all persons thereunder,
9 including those relating to the disclosure and use of CONFIDENTIAL
10 INFORMATION, shall survive the final termination of this case, whether such
11 termination is by settlement, judgment, dismissal, appeal or otherwise, until further
12 order of the Court.

13 18. Upon termination of the instant case, counsel shall return any and all
14 CONFIDENTIAL INFORMATION or information designated as confidential,
15 including portions of deposition transcripts which may contain documents designated
16 confidential, to the LASD's attorney of record for this matter, within thirty (30) days
17 following termination of this matter.

18 19. Production of all CONFIDENTIAL INFORMATION ordered disclosed
19 by this Court shall take place within ten (10) days of the Court executing and entering
20 this Order.

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22 **IT IS SO ORDERED.**

23 DATED: November 30, 2017

24 BY: 
25 ROZELLA A. OLIVER
26 UNITED STATES MAGISTRATE JUDGE
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ATTACHMENT A
NON DISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Protective Order Concerning Confidential Information entered in *SHAINIE LINDSEY, ET AL. V. CITY OF PASADENA, ET AL., Case No. 2:16-CV-08602 SJO (RAOX)*, and hereby agree to comply with and be bound by the terms and conditions of said Order unless modified by further Order of the Court. I hereby consent to the jurisdiction of the Court for purpose of enforcing this nondisclosure agreement.

DATED:
