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**NOTE: CHANGES MADE BY THE COURT**

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

SHAINIE LINDSEY, as Guardian ad Litem for minors: "PT", "BT", "RT1" "RT2", & "X", SHENIA ELDRIDGE as Guardian ad Litem for "RT3" & "RT4", DOMINIQUE KEATON as Guardian ad Litem for "DT", and ANNIE HARRIS for the Estate of Reginald THOMAS,

Plaintiffs,

vs.

CITY OF PASADENA, PASADENA POLICE CHIEF PHILLIP SANCHEZ, OFFICERS: MATHEW GRIFFIN, JEFFREY NEWLEN, THOMAS BUTLER, ROBERT GRIFFITH, MICHAEL OROSCO, PHILLIP POIRIER, RAFAEL SANTIAGO, AARON VILLACANA, SGT. AGUILAR & CORPORAL SUSAN GOMEZ individually and in their official capacity and DOES 1-10 inclusive,

Defendants.

Case No.: 2:16-cv-08602-SJO-RAOx

**PROTECTIVE ORDER  
REGARDING COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER DOCUMENTS TO BE PRODUCED AND MEDICAL EXAMINER-CORONER PERSONNEL TESTIMONY GIVEN PURSUANT TO COURT ORDER DATED SEPTEMBER 14, 2017 (DOC. 67)**

1. A. PURPOSES AND LIMITATIONS

A discovery dispute arose between Plaintiffs in this action, and Non-Party County of Los Angeles Department of Medical Examiner-Coroner ("Medical Examiner-Coroner"), regarding Plaintiffs' request for production of records

1 regarding the Medical Examiner-Coroner’s “Autopsy File and Photographs” for  
2 Plaintiffs’ decedent, Reginald Thomas, as well as, the videotaped deposition of  
3 Medical Examiner-Coroner employee, Dr. Ajay Panchal, under Medical Examiner-  
4 Coroner Case No. 2016-07081 (“discovery in dispute”).

5 On September 14, 2017, the Court held a hearing on Plaintiffs’ Motion to  
6 Compel regarding the discovery in dispute. The Court ordered the County of Los  
7 Angeles to deliver the subject autopsy report to the Court on September 15, 2017,  
8 for an *in camera* review, which was completed. The Court then issued a Minute  
9 Order (Doc. 67) granting the Motion to Compel, limiting the production of the  
10 subject Medical Examiner-Coroner autopsy documents to counsel for all Parties,  
11 for “attorney eyes only”, and subject to a stipulated protective order. The Court  
12 also ordered counsel for all Parties and Non-Party County of Los Angeles to meet  
13 and confer on the scheduling of the further deposition of Dr. Panchal. (Doc. 67)  
14 The Court further ordered, among other things, that the protective order regarding  
15 the discovery in dispute will remain in effect until the County of Los Angeles  
16 Sheriff’s Department lifts the current law enforcement security hold over the  
17 investigation into the death of Reginald Thomas.

18 Accordingly, the Parties to this action stipulated to and petitioned the Court  
19 to approve and enter a limited Protective Order. The protection it affords from  
20 public disclosure and limited use extends only to the limited information or items  
21 that are entitled to confidential treatment as ordered by the Court, and under  
22 applicable legal principles.

23 B. GOOD CAUSE STATEMENT

24 GOOD CAUSE exists to enter the Protective Order to balance the Party  
25 defendants’ and Non-Party County of Los Angeles’ concerns that the discovery  
26 documents in dispute consist of confidential, private, and privileged information,  
27 currently placed under a law enforcement security hold, concerning the parties to  
28 this litigation, as well as third Parties who are not Parties to this litigation.

1           Furthermore, the proposed Protective Order was created pursuant to Court  
2 Order, for the purpose of protecting certain information that is subject to the  
3 official information privilege/law enforcement privilege as well as to prevent  
4 against the broadcast or dissemination of such information by any Party, balanced  
5 with plaintiffs’ right to discovery in this litigation. All documents, tangible things,  
6 testimony, and videos marked “CONFIDENTIAL”, and produced pursuant to this  
7 Protective Order, are subject to the terms of this Protective Order, unless otherwise  
8 ordered by the Court.

9           Accordingly, to expedite the flow of information, to facilitate the prompt  
10 resolution of disputes over confidentiality of discovery materials, to adequately  
11 protect information the Parties and Non-Party County of Los Angeles are entitled  
12 to keep confidential, to ensure that the Parties are permitted reasonable necessary  
13 uses of such material in preparation for and in the conduct of trial, to address their  
14 handling at the end of the litigation, and serve the ends of justice, a protective  
15 order for such information is justified in this matter.

16           C.    PROCEDURE FOR FILING UNDER SEAL

17           As set forth in Section 10.3, below, this Protective Order does not entitle the  
18 Parties to file confidential information under seal; Local Civil Rule 79-5 sets forth  
19 the procedures that must be followed and the standards that will be applied when a  
20 Party seeks permission from the Court to file protected material under seal.

21           There is a strong presumption that the public has a right of access to judicial  
22 proceedings and records in civil cases. In connection with non-dispositive  
23 motions, good cause must be shown to support a filing under seal. See Kamakana  
24 v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v.  
25 Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v.  
26 Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
27 protective orders require good cause showing), and a specific showing of good  
28 cause or compelling reasons with proper evidentiary support and legal justification,

1 must be made with respect to protected material that a Party seeks to file under  
2 seal. The Parties’ and Non-Party County of Los Angeles’ mere designation of  
3 disclosure or discovery material as CONFIDENTIAL does not—without the  
4 submission of competent evidence by declaration, establishing that the material  
5 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
6 protectable—constitute good cause.

7 Further, if a Party or Non-Party County of Los Angeles requests sealing  
8 related to a dispositive motion or trial, then compelling reasons, not only good  
9 cause, for the sealing must be shown, and the relief sought shall be narrowly  
10 tailored to serve the specific interest to be protected. See Pintos v. Pacific Creditors  
11 Ass’n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information,  
12 document, or thing sought to be filed or introduced under seal in connection with a  
13 dispositive motion or trial, the Party or Non-Party County of Los Angeles seeking  
14 protection must articulate compelling reasons, supported by specific facts and legal  
15 justification, for the requested sealing order. Again, competent evidence  
16 supporting the application to file documents under seal must be provided by  
17 declaration.

18 2. DEFINITIONS

19 2.1 “Action”: this pending federal civil lawsuit.

20 2.2 “Challenging Party”: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Purpose and Limitation and Good Cause Statement sections.

26 2.4 Counsel: Outside Counsel of Record, and House Counsel, and  
27 Counsel for Non-Party County of Los Angeles (as well as their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information

1 or items that it produces in disclosures or in responses to discovery requests, or  
2 Court Order, as “CONFIDENTIAL”.

3 2.6 Disclosure or Discovery Material: all items or information, regardless  
4 of the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced  
6 or generated pursuant to Court Order in this matter (Doc. 67).

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve  
9 as an expert witness or as a consultant in this Action.

10 2.8 House Counsel (i.e., Office of Pasadena City Attorney): attorneys  
11 who are employees of a Party to this Action, including support staff. House  
12 Counsel does not include Outside Counsel of Record, or any other outside counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association or  
14 other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a  
16 party to this Action, but are retained to represent or advise a Party or Non-Party to  
17 this Action, and have appeared in this Action on behalf of that Party or Non-Party,  
18 or are affiliated with a law firm that has appeared on behalf of that Party or Non-  
19 Party, and their support staff.

20 2.11 Party: any Party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record, and their  
22 support staff.

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

5 3.    SCOPE

6           The protections conferred by this Protective Order cover not only Protected  
7 Material (as defined above), but also any information contained or extracted from  
8 Protected Material and testimony, conversations, or presentations by Parties and  
9 Non-Parties, or their Counsel, that might reveal Protected Material. No copies of  
10 the Protected Material will be made while the Protective Order is in effect, that is,  
11 the duration of the current law enforcement security hold.

12           Any use of Protected Material at trial shall be governed by the orders of the  
13 trial judge. This Protective Order does not govern the use of Protected Material at  
14 trial. Pursuant to the Court’s Standing Order at Paragraph 28, it is the Court, not  
15 the parties, that determines whether a document can be filed under seal. Thus, this  
16 Protective Order cannot, and does not, attempt to pre-authorize any Party or Non-  
17 Party to file documents under seal. The Parties and Non-Parties acknowledge that  
18 they are to strictly comply with Local Rule 79-5 and its subdivisions.

19 4.    DURATION

20           Pursuant to the Court’s Order at Docket No. 67, “[t]he protective order will  
21 remain in effect until the security hold is lifted by the Los Angeles County  
22 Sheriff’s Department.”

23 5.    DESIGNATING PROTECTED MATERIAL

24           5.1 Manner and Timing of Designations. Except as otherwise provided in  
25 this Protective Order, or as otherwise stipulated or ordered, Disclosure or  
26 Discovery Material that qualifies for protection under this Order must be clearly so  
27 designated before the material is disclosed or produced.

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1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
6 contains protected material. If only a portion of the material on a page qualifies for  
7 protection, the Producing Party also must clearly identify the protected portion(s)  
8 (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party  
10 identifies the Disclosure or Discovery Material on the record, before the close of  
11 the deposition all protected testimony, and the deposition transcript, and all video  
12 or other recordings of the deposition will be designated as “CONFIDENTIAL”.

13 (c) for information produced in some form other than documentary  
14 and for any other tangible items, that the Producing Party affix in a prominent  
15 place on the exterior of the container or containers in which the information is  
16 stored the legend “CONFIDENTIAL”. If only a portion or portions of the  
17 information warrants protection, the Producing Party, to the extent practicable,  
18 shall identify the protected portion(s).

19 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate Protected Material as “CONFIDENTIAL” or items does not,  
21 standing alone, waive the Designating Party’s right to secure protection under this  
22 Order for such material. Upon timely correction of a designation, the Receiving  
23 Party must make reasonable efforts to assure that the material is treated in  
24 accordance with the provisions of this Order.

25 6. ACCESS TO AND USE OF PROTECTED MATERIAL

26 6.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection with  
28 this Action only for prosecuting, defending or attempting to settle this Action, and

1 as specifically limited by the Court Order Doc. 67. Such Protected Material may  
2 be disclosed only to the categories of persons and under the conditions described in  
3 this Order. When the Action has been terminated, a Receiving Party must comply  
4 with the provisions of section 11 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 6.2 Disclosure of “CONFIDENTIAL” Information or Items. Pursuant to  
9 the Court’s Order Doc. 67, all material is for “attorneys’ eyes only” and is not  
10 subject to disclosure in any manner.

11 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
12 IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such  
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena  
19 or order to issue in the other litigation that some or all of the material covered by  
20 the subpoena or order is subject to this Protective Order. Such notification shall  
21 include a copy of this Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be  
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with the  
25 subpoena or court order shall not produce any information designated in this action  
26 as “CONFIDENTIAL” before a determination by the court from which the  
27 subpoena or order issued, unless the Party has obtained the Designating Party’s  
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these provisions  
2 should be construed as authorizing or encouraging a Receiving Party in this Action  
3 to disobey a lawful directive from another court.

4 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has  
6 disclosed Protected Material to any person or in any circumstance not authorized  
7 under this Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party, the Court, and all other parties of the unauthorized  
9 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
10 Protected Material, (c) inform the person or persons to whom unauthorized  
11 disclosures were made of all the terms of this Order, and (d) request such person or  
12 persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
13 attached hereto as Exhibit A.

14 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
23 of a communication or information covered by the attorney-client privilege or  
24 work product protection, the parties may incorporate their agreement in a  
25 stipulated protective order submitted to the court.

26 10. MISCELLANEOUS

27 10.1 Right to Further Relief. Nothing in this Order abridges the right of  
28 any person to seek its modification by the Court in the future.

1           10.2 Right to Assert Other Objections. No Party or non-party waives any  
2 right it otherwise would have to object to disclosing or producing any information  
3 or item on any ground not addressed in this Protective Order. Similarly, no Party  
4 or non-party waives any right to object on any ground to use in evidence of any of  
5 the material covered by this Protective Order.

6           10.3 Filing Protected Material. A Party or non-party that seeks to file under  
7 seal any Protected Material must comply with Local Civil Rule 79-5. Protected  
8 Material may only be filed under seal pursuant to a court order authorizing the  
9 sealing of the specific Protected Material at issue. If a Party or non-Party's request  
10 to file Protected Material under seal is denied by the court, then the Receiving  
11 Party may file the information in the public record unless otherwise instructed by  
12 the court.

13 11. FINAL DISPOSITION

14           After the final disposition of this Action, as defined in paragraph 4, within  
15 60 days of a written request by the Designating Party, each Receiving Party must  
16 return all Protected Material to the Producing Party or destroy such material. As  
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the  
19 Protected Material. Whether the Protected Material is returned or destroyed, the  
20 Receiving Party must submit a written certification to the Producing Party (and, if  
21 not the same person or entity, to the Designating Party) by the 60 day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was  
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
24 copies, abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
28 and trial exhibits, expert reports, attorney work product, and consultant and expert

1 work product, even if such materials contain Protected Material. Any such  
2 archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

4 12. VIOLATION

5 Any violation of this Order may be punished by appropriate measures  
6 including, without limitation, contempt proceedings and/or monetary sanctions.

7  
8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9 DATED: September 26, 2017

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11 \_\_\_\_\_  
12 HON. ROZELLA A. OLIVER  
13 United States Magistrate Judge

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**EXHIBIT "A" TO PROTECTIVE ORDER**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on  
September 26, 2017 in the case of *Lindsey, et al. v. City of Pasadena, et al.*, United  
States District Court case number 2:16-cv-08602-SJO-RAOx. I agree to comply  
with and to be bound by all the terms of this Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Protective Order to  
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or  
type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Protective Order.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_