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 13 COUNTY OF LOS ANGELES and LUKE LIU

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

16 MINOR AG, individually, and as
 17 successor in interest to decedent
 18 FRANCISCO GARCIA, by and
 19 Through her Guardian Ad Litem,
 20 LAREN TURNER; ESTATE OF
 21 FRANCISCO GARCIA; MERARDO
 22 GARCIA MEDINA; MARIA LUZ
 23 RUIZ,

24 Plaintiff,

25 vs.

26 COUNTY OF LOS ANGELES,
 27 LUKE LIU, and DOES 2-10,
 28 inclusive,

Defendants.

Case No. 2:17-CV-00753-GW-AJW

Honorable Andrew J. Wistrich

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

Action Filed: January 30, 2017

29 Having reviewed and considered the Parties’ Stipulation for Protective
 30 Order Governing Confidential Materials, good cause showing therein, IT IS SO
 31 ORDERED:

32 1. Plaintiffs. Plaintiffs are A.G., a minor, individually and as Successor
 33 in Interest to FRANCISCO GARCIA, deceased, by and through her Guardian Ad
 34 Litem, LAREN TURNER, Estate of FRANCISCO GARCIA, MERARDO
 35 GARCIA MEDINA, and MARIA LUZ RUIZ (hereinafter “Plaintiffs”).

1 2. Defendants. Defendants are County of Los Angeles and Luke Liu
2 (hereinafter “Defendants”) (Plaintiffs and Defendants are collectively referred to
3 hereinafter as “the Parties”).

4 3. Disclosing Party. Disclosing Party shall refer to Defendant County
5 of Los Angeles.

6 4. Receiving Party. The Receiving Party are Plaintiffs and their agents
7 as set forth in Paragraph Nos. 17 and 18 of this Protective Order.

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

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

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1 b) Any material relating to any personnel investigations
2 conducted by the LASD or other law enforcement agency regarding any member
3 or former member of the LASD;

4 c) Any material relating to incidents involving Plaintiffs or
5 Decedent containing sensitive and private information regarding third parties;

6 d) Investigations by the Los Angeles Sheriff's Department
7 Homicide Bureau relating or regarding File No.: 016-00885-2310-013 and

8 e) Investigations by the Los Angeles Sheriff's Department
9 Internal Affairs Bureau relating to or regarding incidents involving Plaintiffs or
10 Decedent.

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

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

23 8. Confidential Information. This Protective Order shall apply to all
24 Confidential Information produced by Disclosing Party to the Receiving Party.
25 The Confidential Information may be contained in originals and copies of
26 relevant interrogatory responses obtained from Disclosing Party in this matter;
27 originals and copies of relevant documents responsive to requests for production
28 of documents obtained from the Disclosing Party in this matter; and originals and

1 copies of transcripts, video recordings, and audio recordings of any deposition
2 taken in this matter during which the Confidential Information is used,
3 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
4 shall be subject to this Protective Order as follows:

5 9. Storage Of Confidential Information. Immediately upon production
6 by the Disclosing Party, attorneys for the Receiving Party shall personally secure
7 and maintain the Confidential Information in their possession. The Confidential
8 Information must remain in a location that is protected to prevent unauthorized
9 persons such as unauthorized employees of counsel, cleaning personnel, etc. from
10 accessing the Confidential Information (e.g. any digital files containing the
11 Confidential Information shall be password protected and/or hard copies of files
12 shall be stored in file cabinets that only authorized individuals can access).
13 Alternately stated, the Confidential Information shall not, under any
14 circumstances, be left in an open or unsecured location.

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

19 11. Challenging Confidentiality Designations:

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

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

1 on the challenge.

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

5 12. Limitation Of Use Of Confidential Information. Attorneys for the
6 Receiving Party shall not cause or knowingly permit disclosure of the contents of
7 the Confidential Information, in any manner, including orally, beyond the
8 disclosure permitted under the terms and conditions of this Order. Any such
9 disclosure shall be construed as a violation of this Order, except when used for
10 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this
11 Protective Order.

12 13. Testimony Regarding The Confidential Information. In the case of
13 depositions, any party may designate all or any portion of the deposition
14 testimony given in this litigation as Confidential Information orally during the
15 deposition. Any questions intended to elicit testimony regarding the contents of
16 the Confidential Information shall be conducted only in the presence of persons
17 authorized to review the Confidential Information as provided in this Order. The
18 Parties may be present for any such testimony. Any deposition transcript
19 containing such questions and testimony shall be subject to the same protections
20 and precautions applicable to the Confidential Information.

21 14. Inadvertent Disclosure. If the Disclosing Party inadvertently
22 produces any Confidential Information without designating it as such, it may be
23 remedied by (1) promptly notifying the other parties of the error; and (2)
24 providing a substitute copy of the Confidential Information with a proper legend.
25 In that event, the Receiving Party who has obtained inadvertently produced
26 undesignated Confidential Information will: (1) return the previously produced
27 Confidential Information and destroy all copies thereof; and (2) if the Receiving
28 Party has already disseminated the Confidential Information to any person, the

1 Receiving Party will notify all such persons the information was disseminated to
2 the Confidential Information in writing of the need to return such Confidential
3 Information and not to further disseminate it. This provision applies to any and
4 all Confidential Information produced to the Receiving Party.

5 15. Limitations On The Non-Litigation Use Of Confidential
6 Information. The confidentiality of the Confidential Information received from
7 Defendants during discovery in this action shall be maintained, and all
8 Confidential Information exchanged will be used solely for the litigation of this
9 action entitled. Specifically, the Receiving Party may not use such documents,
10 records, or other information (or the contents thereof) for any other purpose,
11 including use as background material, or for inclusion in books, magazines,
12 newspapers, or other publications. The Receiving Party is prohibited from
13 placing any of the Confidential Information on the Internet.

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

23 17. Other Persons Authorized To Review Confidential Information. The
24 Receiving Party's attorneys of record may be permitted to see originals and
25 obtain copies of the Confidential Information covered by this Order. Also,
26 Defendants, including officers, directors, employees, and experts thereof may be
27 permitted to review the Confidential Information. Additionally, paralegals,
28 secretaries, expert witnesses, and other individuals and entities that may be

1 employed or retained by the Receiving Party to assist in the preparation and/or the
2 litigation of this action may be permitted to see originals and obtain copies of the
3 Confidential Information covered by this Order, provided such experts and
4 employees have first executed the written statement set forth in Paragraph No. 18
5 below, and comply with the provisions of that section. The Parties' attorneys
6 may review the Confidential Information with the Parties they represent.

7 18. Applicability Of Order To Other Persons. Prior to the disclosure of
8 any Confidential Information to any person described above, attorneys for the
9 Receiving Party who seeks to use or disclose such Confidential Information shall
10 first provide any such person with a copy of this Order, and shall cause him or her
11 to execute the following acknowledgment:

12 "I, _____, declare under penalty
13 of perjury that I am fully familiar with the terms of the
14 Stipulated Protective Order entered in this action and hereby
15 agree to comply with and be bound by the terms and conditions
16 of the said Order with respect to the handling, use and
17 disclosure of each Confidential Document. I understand that I
18 may be subject to penalties for contempt of Court if I violate
19 this Order and hereby consent to the jurisdiction of said Court
20 for purposes of enforcing this Order.

21 Dated: _____ /s/ _____"

22 This written requirement applies to, but is not limited to, expert witnesses and
23 other individuals and entities that may be employed or retained by the Receiving
24 Party's counsel to assist in the preparation and/or the litigation of this action. The
25 Receiving Party shall be responsible for maintaining the signed original of each
26 such written statement until the conclusion of these proceedings, including any
27 appeal. Counsel for the Receiving Party shall insure that their office staff,
28 including, but not limited to, paralegals and secretaries, shall be made aware of

1 their obligations under this protective order.

2 19. No waiver of objections. Nothing in this Stipulation and Order
3 constitutes any decision by the Court concerning discovery disputes or the
4 admission into evidence of any specific document or testimony or liability for
5 payment of any costs of production or reproduction of documents. This Order
6 also does not constitute a waiver by any party of any right to object to discovery
7 or admission into evidence of any document, record, testimony or other
8 information that is subject to this Order. Nor do Defendants waive any privileges,
9 including, but not limited to, the investigatory files or official information
10 privileges, *see, e.g., Weiner v. FBI*, 943 F.2d 972, 985 (9th Cir. 1991), or *Miller v.*
11 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

12 20. Subpoena for Confidential Information. In the event that the
13 Receiving Party receives a subpoena, discovery request, or other legal process
14 seeking production of Confidential Information, the Receiving Party must give
15 prompt written notice to the Disclosing Party. The Receiving Party shall inform
16 the person or entity seeking the information of the existence of this Stipulation
17 and Order and shall not produce the Confidential Information absent a Court
18 Order requiring such production.

19 21. Modification. For good cause, any party may seek a modification of
20 this Order, first by attempting to obtain the consent of the other parties to such
21 modification, and then, absent consent, by application to this Court.

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

1 Paragraph No. 18 of this Order. Alternatively, the Receiving Party and every
2 other person and/or entity who received originals or copies of the Confidential
3 Information shall destroy all such material and material derived therefrom within
4 thirty (30) calendar days after the conclusion of this case.

5 Additionally, within thirty (30) calendar days after the conclusion of this
6 case, counsel for the Receiving Party shall send a signed declaration stating that
7 such material has been destroyed pursuant to this Protective Order. This case has
8 concluded when (i) a final judgment has been entered by the Court or the case has
9 otherwise been dismissed with prejudice; (ii) the time for any objection to or
10 request for reconsideration of such a judgment or dismissal has expired; (iii) all
11 available appeals have concluded or the time for such appeals has expired; (iv)
12 any post appeal proceedings have themselves concluded; and (v) after payment of
13 monies due, if any, to Plaintiffs and/or their attorneys, whether via judgment,
14 settlement or otherwise. The Parties understand that they have no control over
15 documents in possession of the District Court and Courts of Appeal. The
16 Receiving Party has no obligation to obtain any such Confidential Information
17 that was filed with the court, or part of the trial of this matter, other than filing
18 documents in compliance with paragraph 16 or Confidential Information returned
19 by the Courts(s).

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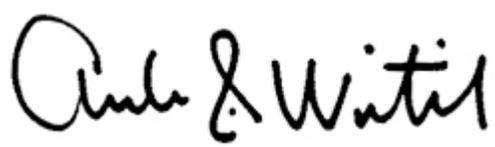
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23. Survivability Of This Protective Order. This Stipulation and Protective Order shall survive the termination of this action, and the Court shall retain jurisdiction to enforce it.

IT IS SO ORDERED.



DATED: July 19, 2017

Honorable Andrew J. Wistrich
United States Magistrate Judge