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

AMELIA SANCHEZ, et. al,
Plaintiffs,

v.

CITY OF EL MONTE; and DOES 1-10
inclusive

Defendants.

CASE No. 2:17-cv-03235 GW (AJW); consolidated with CASE No. ED CV 17-971 GW (AJWx)

[PROPOSED] PROTECTIVE ORDER RE HOMICIDE BOOK COMPILED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, HOMICIDE BUREAU

MAGISTRATE JUDGE ANDREW J. WISTRICH

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

The Los Angeles County Sheriff's Department ("LASD") is producing, pursuant to a subpoena duces tecum, documents deemed confidential by LASD, under Federal and California State Law. These documents are compiled in an LASD's "Homicide Book." Such documents shall hereinafter be referred to as "Confidential Information."

1 The Plaintiffs do not deem these documents to be “confidential information,”
2 although Plaintiffs acknowledge some may be of a confidential nature, but to avoid
3 further delay and dispute, Plaintiffs accept these conditions, reserving the right to seek
4 judicial determination within 90-days of receipt of the documents by submitting any
5 item in dispute for an in-camera review and determination by the Court.
6

7 Plaintiffs agree that should they move for further order regarding determination
8 of the “confidentiality” of a document, Plaintiffs will first meet and confer with LASD
9 in an effort to jointly resolve any issue in dispute before requesting an in-camera
10 review and determination by the Court.

11 The Court orders that the following terms and conditions of this Protective
12 Order shall govern the use and disclosure of Confidential Information and information
13 derived therefrom until further order of the Court.

14 1. The investigation of an Officer Involved Shooting of December 23, 2016
15 by the Los Angeles County Sheriff’s Department - Homicide Bureau, is subject to the
16 terms of this protective order. The investigation contained in the “Homicide Book” is
17 part of an ongoing criminal investigation that is confidential official information. The
18 disclosure of the documents in the Homicide Book pursuant to Rule 26 discovery
19 rules are to be designated as “CONFIDENTIAL INFORMATION.” Such designation
20 shall be made by stamping or otherwise marking the documents prior to production or
21 use in this litigation as follows:

22 **“CONFIDENTIAL MATERIAL SUBJECT**
23 **TO PROTECTIVE ORDER”**

24 2. The labeled “CONFIDENTIAL INFORMATION” shall be used solely in
25 connection with the preparation and trial of the within, Case No. 2:17-cv-03235 GW
26 (AJW); consolidated with Case No. EDCV 17-971 GW (AJWx) or any related
27 appellate proceeding, and not for any other purpose, including any other litigation.

28 3. Material designated as confidential under this Order, the information
contained therein, and any summaries, copies, abstracts, or other documents derived in

1 whole or in part from material designated as confidential shall be used only for the
2 purpose of the prosecution, defense or settlement of this action, and for no other
3 purpose.

4 4. CONFIDENTIAL INFORMATION may not be disclosed, except as
5 provided in paragraphs 5, 6 and 7.

6 5. CONFIDENTIAL INFORMATION may be disclosed only to the
7 following persons:

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

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

26 6. Each person to whom disclosure is made, with the exception of counsel,
27 and the parties, who are presumed to know the contents of this protective order, and
28 court personnel, shall prior to the time of disclosure, be provided by the person

1 furnishing him/her such material a copy of this order, and shall execute a
2 nondisclosure agreement in the form of Attachment A, a copy of which shall be
3 provided forthwith to counsel for each other party. Such person also must consent to
4 be subject to the jurisdiction of this United States District Court with respect to any
5 proceeding relating to enforcement of this order, including without limitation, any
6 proceeding for contempt.

7 7. Until such time as Plaintiffs obtain a reclassification of the
8 “CONFIDENTIAL INFORMATION,” either by written agreement with LASD or by
9 judicial determination after an in-camera review, testimony taken at a deposition may
10 be designated as confidential by making a statement to that effect on the record at the
11 deposition. Arrangements shall be made with the court reporter taking and
12 transcribing such deposition to separately bind such portions of the transcript
13 containing information designated as confidential, and to label such portions
14 appropriately.

15 8. If CONFIDENTIAL INFORMATION, including any portion of a
16 deposition transcript, is included in any papers to be filed with the Court prior to
17 either joint resolution by the parties or prior to an in-camera review as stated above,
18 such papers shall be accompanied by an application which comports with Local Rule
19 79-5.1 and seeks to (a) file the confidential portions thereof under seal (if such
20 portions are segregable), or (b) file the papers in their entirety under seal (if the
21 confidential portions are not segregable). The Application shall be directed to the
22 judge to whom the papers are directed. Pending the ruling on the application, the
23 papers or portions thereof subject to the sealing application shall be lodged under seal
24 in accordance with Local Rule 79-5.1.

25 9. At the conclusion of the trial and of any appeal or upon termination of
26 this litigation, all CONFIDENTIAL INFORMATION received under the provisions
27 of this order (including any copies made and/or any computer materials made or
28 stored) shall be tendered back to the LASD’s counsel within 30 days or destroyed by

1 Plaintiff after approval by LASD. Provisions of this order in so far as they restrict
2 disclosure and use of the material shall be in effect until further order of this Court.

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

4 (a) To apply to the Court for a further protective order relating to
5 CONFIDENTIAL INFORMATION or relating to discovery in
6 this litigation;

7 (b) To apply to the Court for an order removing the
8 CONFIDENTIAL INFORMATION designation from any
9 documents; and

10 (c) To apply to the Court for an order compelling production of
11 documents or modification of this order or for any order
12 permitting disclosure of CONFIDENTIAL INFORMATION
13 beyond the terms of this order.

14 11. LASD contends that GOOD CAUSE exists for designating these
15 materials as privileged and confidential because they are part of an ongoing criminal
16 investigation and constitute official information. Plaintiffs do not agree with this
17 characterization, but agree to resolve the dispute as set forth in this Protective Order
18 and until further order of the Court.

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

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

26 14. Counsel, in the above-referenced matter, and those individuals authorized
27 to review the information in connection with this civil matter are expressly prohibited
28 from duplicating, copying or otherwise distributing, disseminating, or orally

1 disclosing any of the disclosed CONFIDENTIAL INFORMATION to any person or
2 entity for any purpose.

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

5 16. In the event that the terms of this Protective Order are violated, the
6 parties agree that the aggrieved party may immediately apply to this Court to obtain
7 injunctive relief and monetary sanctions against any person violating or threatening to
8 violate any of the terms of this Protective Order. This Court shall retain jurisdiction
9 over the parties for the purpose of enforcing this Protective Order, and the Court shall
10 have the power to modify this Protective Order at any time and to impose whatever
11 penalties it deems appropriate for the violation of this Protective Order, including but
12 not limited to monetary sanctions, judicial sanctions, issue preclusion, and contempt.
13 Any such request for injunctive relief and/or monetary sanctions must be made by a
14 properly noticed motion and pursuant to statute and after contacting the alleged
15 grieving party and holding a conference in an effort to resolve the dispute.

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

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

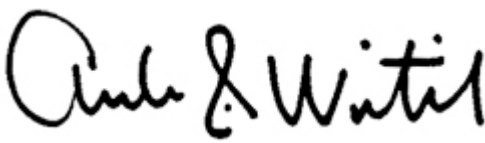
26 19. Production of all CONFIDENTIAL INFORMATION ordered disclosed
27 by this Court shall take place on or before December 1, 2017.

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IT IS SO ORDERED.

DATED: November 21, 2017

BY: 
ANDREW J. WISTRICH
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 *AMELIA SANCHEZ; and, SANTOS SANCHEZ v. THE CITY OF EL MONTE, ET AL., Case No. 2:17-CV-3235 GW (AGRx)*, 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:
