



1 the protection it affords from public disclosure and use extends only to the limited  
2 information or items that are entitled to confidential treatment under the applicable  
3 legal principles.

4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve confidential information pertaining to  
6 personnel records and other materials subject to privacy protections for which  
7 special protection from public disclosure and from use for any purpose other than  
8 prosecution of this action is warranted. Limiting disclosure of these documents to  
9 the context of this litigation as provided herein will, accordingly, further important  
10 law enforcement objectives and interests, including the safety of personnel and the  
11 public, as well as individual privacy rights of Plaintiffs, Defendants, and third  
12 parties. Such confidential materials and information consist of, among other things,  
13 materials entitled to privileges and/or protections under the following: the United  
14 States Constitution, First Amendment; the California Constitution, Article I, Section  
15 1; California *Penal Code* §§ 832.5, 832.7, and 832.8; California *Evidence Code* §§  
16 1040 and 1043 *et seq.*; the Privacy Act of 1974, 5 U.S.C. § 552a; the right to  
17 privacy; decisional law relating to such provisions; and information otherwise  
18 generally unavailable to the public, or which may be privileged or otherwise  
19 protected from disclosure under state or federal statutes, court rules, case decisions,  
20 or common law. Defendants also maintain that such confidential materials and  
21 information consist of materials entitled to the Official Information Privilege.

22 Confidential information with respect to the Defendants may include:  
23 personnel files; internal investigative files and documents; email and written  
24 correspondence records; and policies and procedures that are kept from the public in  
25 the ordinary course of business, as well as other items subject to the Official  
26 Information Privilege and other privileges. Confidential information with respect to  
27 the Plaintiffs may include: employment and financial records; email and written  
28 correspondence records; and psychological notes, evaluations, and report and

1 treatment plans relating to the treatment, care, and evaluation of the Plaintiffs. The  
2 parties reserve the right to challenge a designation of confidentiality pursuant to the  
3 terms set forth under Paragraph 6 of this Protective Order.

4 Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately  
6 protect information the parties are entitled to keep confidential, to ensure that the  
7 parties are permitted to reasonable necessary uses of such material in preparation for  
8 and in conduct of trial, to address their handling at the end of the litigation, and  
9 serve the ends of justice, a protective order for such information is justified in this  
10 matter. It is the intent of the parties that information will not be designated as  
11 confidential for tactical reasons and that nothing be so designated without a good  
12 faith belief that it has been maintained in a confidential, non-public manner, and  
13 there is good cause why it should not be part of the public record of this case.

14 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
15 SEAL

16 The parties further acknowledge, as set forth in Section 12.3, below, that this  
17 Stipulated Protective Order does not entitle them to file confidential information  
18 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
19 and the standards that will be applied when a party seeks permission from the court  
20 to file 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 motions,  
23 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
24 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
25 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
26 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
27 require good cause showing), and a specific showing of good cause or compelling  
28 reasons with proper evidentiary support and legal justification, must be made with

1 respect to Protected Material that a party seeks to file under seal. The parties’ mere  
2 designation of Disclosure or Discovery Material as “CONFIDENTIAL” does not—  
3 without the submission of competent evidence by declaration, establishing that the  
4 material sought to be filed under seal qualifies as confidential, privileged, or  
5 otherwise protectable—constitute good cause.

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

15 Any document that is not confidential, privileged, or otherwise protectable in  
16 its entirety will not be filed under seal if the confidential portions can be redacted.  
17 If documents can be redacted, then a redacted version for public viewing, omitting  
18 only the confidential, privileged, or otherwise protectable portions of the document,  
19 shall be filed. Any application that seeks to file documents under seal in their  
20 entirety should include an explanation of why redaction is not feasible.

21 2. DEFINITIONS

22 2.1 Action: *Jennifer Ann Matthews and Thea Valerie Lampert v. County of*  
23 *Los Angeles, et al.*, Case No. 2:17-cv-7908 DMG (PLAx).

24 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
25 of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
28 protection under *Federal Rule of Civil Procedure 26(c)*, and as specified above in

1 the Good Cause Statement.

2       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
3 their support staff).

4       2.5 Designating Party: a Party or Non-Party that designated information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”

7       2.6 Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11       2.7 Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or as a consultant in this Action.

14       2.8 House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17       2.9 Non-Party: any natural person, partnership, corporation, association or  
18 other legal entity not named as a Party to this action.

19       2.10 Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advice a party to this Action and  
21 have appeared in this Action on behalf of that party or are affiliated with a law firm  
22 that has appeared on behalf of that party, and that includes support staff.

23       2.11 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28       2.13 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
3 and their employees and subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
7 Material from a Producing Party.

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the  
17 trial judge. This Order does not govern the use of Protected Material at trial.

18 4. DURATION

19 Once a case proceeds to trial, information that was designated as  
20 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
21 as an exhibit at trial becomes public and will be presumptively available to all  
22 members of the public, including the press, unless compelling reasons supported by  
23 specific factual findings to proceed otherwise are made to the trial judge in advance  
24 of the trial. *See Kamakana, supra*, 447 F.3d at 1180-81 (distinguishing “good  
25 cause” showing for sealing documents produced in discovery from “compelling  
26 reasons” standard when merits-related documents are part of court record).  
27 Accordingly, the terms of this protective order do not extend beyond the  
28 commencement of the trial.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection  
4 under this Order must take care to limit any such designation to specific material  
5 that qualifies under the appropriate standards. The Designating Party must  
6 designate for protection only those parts of material, documents, items or oral or  
7 written communications that qualify so that other portions of the material,  
8 documents, items or communications for which protection is not warranted are not  
9 swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating  
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix at a minimum, the legend  
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
28 contains protected material. If only a portion of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)  
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine which  
9 documents, or portions thereof, qualify for protection under this Order. Then,  
10 before producing the specified documents, the Producing Party must affix the  
11 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
12 portion of the material on a page qualifies for protection, the Producing Party also  
13 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
14 in the margins).

15 (b) for testimony given in depositions that the Designating Party identifies  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

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

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable  
28 efforts to assure that the material is treated in accordance with the provisions of this



1 Order.

2 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on  
9 the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the Court rules on the  
15 challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION).

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

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
5 to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
20 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
21 not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone except  
26 as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2 IN OTHER LITIGATION

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

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

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

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

14 If the Designating Party timely seeks a protective order, the Party served with  
15 the subpoena or court order shall not produce any information designated in this  
16 action as “CONFIDENTIAL” before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a  
25 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
26 produced by Non-Parties in connection with this litigation is protected by the  
27 remedies and relief provided by this Order. Nothing in these provisions should be  
28 construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party  
6 that some or all of the information requested is subject to a confidentiality  
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the Non-  
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within  
14 14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
27 persons to whom unauthorized disclosures were made of all the terms of this Order,  
28 and (d) request such person or persons to execute the "Acknowledgment and

1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

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

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order, no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in this  
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
24 may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. If a Party’s request to file Protected Material  
26 under seal is denied by the court, then the Receiving Party may file the information  
27 in the public record unless otherwise instructed by the court.

28 ///



1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.  
4

5 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

6  
7 DATED: January 8, 2018

8 

9  
10 

---

  
11 HON. PAUL L. ABRAMS  
12 United States Magistrate Judge  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on [date] in the case of *Jennifer Ann Matthews and Thea*  
8 *Valerie Lampert v. County of Los Angeles, et al.*, Case No. 2:17-cv-7908 DMG  
9 (PLAx). I agree to comply with and to be bound by all the terms of this Stipulated  
10 Protective Order and I understand and acknowledge that failure to so comply could  
11 expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is subject  
13 to this Stipulated Protective Order to any person or entity except in strict compliance  
14 with the provisions of this Order. I further agree to submit to the jurisdiction of the  
15 United States District Court for the Central District of California for enforcing the  
16 terms of this Stipulated Protective Order, even if such enforcement proceedings  
17 occur after termination of this action. I hereby appoint  
18 \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_