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

MICHAEL JUDGE, an individual,)	Case No.: 2:18-CV-02181-JFW
)	(RAOx)
Plaintiff,)	
)	STIPULATED PROTECTIVE
vs.)	ORDER
)	
COUNTY OF LOS ANGELES, a)	
municipal entity, DEPUTY EDWIN)	
BARRAGAN, an individual, and)	
DOES 1 through 10, inclusive,)	
)	
Defendants.)	
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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 Discovery in this action is likely to involve the production of sensitive,
13 confidential documents pertaining to and contained in the private employment
14 personnel file of Defendant Los Angeles Sheriff Deputy Edwin Barragan (“Deputy
15 Barragan”). Production and disclosure of these confidential personnel file
16 documents without this protective order will subject Deputy Barragan to
17 unwarranted and unnecessary embarrassment, harassment, and/or violation of
18 Deputy Barragan’s rights of privacy.

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

3 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
4 SEAL

5 The parties further acknowledge, as set forth in Section 12.3, below, that this
6 Stipulated Protective Order does not entitle them to file confidential information
7 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
8 and the standards that will be applied when a party seeks permission from the court
9 to file material under seal.

10 There is a strong presumption that the public has a right of access to judicial
11 proceedings and records in civil cases. In connection with non-dispositive motions,
12 good cause must be shown to support a filing under seal. *See Kamakana v. City*
13 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
14 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
15 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
16 orders require good cause showing), and a specific showing of good cause or
17 compelling reasons with proper evidentiary support and legal justification, must be
18 made with respect to Protected Material that a party seeks to file under seal. The
19 parties' mere designation of Disclosure or Discovery Material as
20 CONFIDENTIAL does not—without the submission of competent evidence by
21 declaration, establishing that the material sought to be filed under seal qualifies as
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial,
24 then compelling reasons, not only good cause, for the sealing must be shown, and
25 the relief sought shall be narrowly tailored to serve the specific interest to be
26 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
27 2010). For each item or type of information, document, or thing sought to be filed
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1 or introduced under seal in connection with a dispositive motion or trial, the party
2 seeking protection must articulate compelling reasons, supported by specific facts
3 and legal justification, for the requested sealing order. Again, competent evidence
4 supporting the application to file documents under seal must be provided by
5 declaration.

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

12 2. DEFINITIONS

13 2.1 Action: Michael Judge v. County of Los Angeles and Deputy Edwin
14 Barragan, United States District Court Case No. 2:18-CV-02181 JFW (RAOx).

15 2.2 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
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1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve
5 as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action
13 and have appeared in this Action on behalf of that party or are affiliated with a law
14 firm that has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.
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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

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

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
22 contains protected material. If only a portion of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins).

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

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

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

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive
21 the Designating Party’s right to secure protection under this Order for such
22 material. Upon timely correction of a designation, the Receiving Party must make
23 reasonable efforts to assure that the material is treated in accordance with the
24 provisions of this Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
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1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
3 resolution process under Local Rule 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding shall be
5 on the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
7 parties) may expose the Challenging Party to sanctions. Unless the Designating
8 Party has waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the Court rules on the
11 challenge.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

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

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated
26 "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as
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1 well as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this Action;

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

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

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

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

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

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

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

26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
27 **IN OTHER LITIGATION**

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

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

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

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

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

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

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

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

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

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

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

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

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Protected Material to any person or in any circumstance not authorized
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
26 the person or persons to whom unauthorized disclosures were made of all the terms
27 of this Order, and (d) request such person or persons to execute the
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1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

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

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

15 12. MISCELLANEOUS

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

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

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

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within
5 60 days of a written request by the Designating Party, each Receiving Party must
6 return all Protected Material to the Producing Party or destroy such material. As
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,
8 compilations, summaries, and any other format reproducing or capturing any of the
9 Protected Material. Whether the Protected Material is returned or destroyed, the
10 Receiving Party must submit a written certification to the Producing Party (and, if
11 not the same person or entity, to the Designating Party) by the 60 day deadline that
12 (1) identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such archival
20 copies that contain or constitute Protected Material remain subject to this
21 Protective Order as set forth in Section 4 (DURATION).

22 14. VIOLATION

23 Any violation of this Order may be punished by appropriate measures
24 including, without limitation, contempt proceedings and/or monetary sanctions.
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26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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DATED: October 18, 2018

Respectfully submitted,

THE COCHRAN FIRM CALIFORNIA

By: /s/ Brian T. Dunn

BRIAN T. DUNN

MEGAN R. GYONGYOS

Attorneys for Plaintiff MICHAEL JUDGE

DATED: October 18, 2018

Respectfully submitted,

IVIE, McNEILL & WYATT

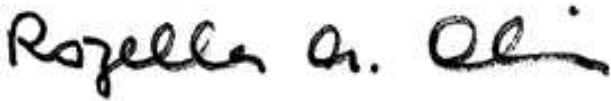
By: /s/ Antonio K. Kizzie

ANTONIO K. KIZZIE

Attorneys for Defendants COUNTY OF
LOS ANGELES and DEPUTY EDWIN
BARRAGAN

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 19, 2018



HON. ROZELLA A. OLIVER

UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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 Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Michael Judge v. County of Los Angeles and Deputy
Edwin Barragan, United States District Court Case No. 2:18-CV-02181 JFW
(RAOx). I agree to comply with and to be bound by all the terms of this Stipulated
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 Stipulated 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 enforcing the terms of this Stipulated 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 Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____