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

JARRON EDMOND, an Individual,

Plaintiff,

v.

CITY OF LOS ANGELES, a municipal
entity, KURT LOCKWOOD, an
individual, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: CV20-06636-MCS (KSx)

Hon. Mark C. Scarsi, Crtm. 7C 7th Flr.

*Hon. Mag. Karen L. Stevenson, Crtm. 580, 5th
Flr.*

**ORDER RE STIPULATED
PROTECTIVE ORDER**

21 **1. A. PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential, proprietary
23 or private information for which special protection from public disclosure and from use
24 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
25 the parties hereby stipulate to and petition the Court to enter the following Stipulated
26 Protective Order. The parties acknowledge that this Stipulated Protective Order does
27 not confer blanket protections on all disclosures or responses to discovery and that the
28 protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable legal
2 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information under
4 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
5 standards that will be applied when a party seeks permission from the court to file
6 material under seal.

7 **B. GOOD CAUSE STATEMENT**

8 This action involves the City of Los Angeles and members of the Los Angeles
9 Police Department. Plaintiff is seeking materials and information that Defendants the
10 City of Los Angeles et al. (“City”) maintains as confidential, such as personnel files of
11 the police officers involved in this incident, Internal Affairs materials and information,
12 video recordings, audio recordings, photographs, Force Investigation Division materials
13 and information and other administrative materials and information currently in the
14 possession of the City and which the City believes need special protection from public
15 disclosure and from use for any purpose other than prosecuting this litigation. Plaintiff
16 is also seeking official information contained in the personnel files of the police officers
17 involved in the subject incident, which the City maintains as strictly confidential and
18 which the City believes need special protection from public disclosure and from use for
19 any purpose other than prosecuting this litigation; and any official information materials
20 produced to Plaintiffs during the course of discovery in this litigation and any subsequent
21 reproduction thereof, as well as private information of the Los Angeles Police
22 Department employees. Additionally, these documents include sensitive law
23 enforcement information. Limiting disclosure of these documents to the context of this
24 litigation as provided herein will, accordingly, further important law-enforcement
25 objectives and interests, including safety of personnel and the public. The City of Los
26 Angeles preserves all objections to the production of certain of the above referenced
27 materials, and by entering into this protective order in no waives any such objection.

1 The City asserts that the confidentiality of the materials and information sought
2 by Plaintiff is recognized by California and federal law, as evidenced inter alia by
3 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
4 511 F.2d 192, 198 (9th Cir. 1975), aff'd, 426 U.S. 394 (1976). The City has not publicly
5 released the materials and information referenced above except under protective order
6 or pursuant to a court order, if at all. These materials and information are of the type
7 that has been used to initiate disciplinary action against Los Angeles Police Department
8 (“LAPD”) officers, and has been used as evidence in disciplinary proceedings, where
9 the officers’ conduct was considered to be contrary to LAPD policy.

10 The City contends that absent a protective order delineating the responsibilities of
11 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and
12 undue disclosure by one or more of the many attorneys, secretaries, law clerks,
13 paralegals and expert witnesses involved in this case, as well as the corollary risk of
14 embarrassment, harassment and professional and legal harm on the part of the LAPD
15 officers referenced in the materials and information.

16 The City also contends that the unfettered disclosure of the materials and
17 information, absent a protective order, would allow the media to share this information
18 with potential jurors in the area, impacting the rights of the City herein to receive a fair
19 trial.

20 Accordingly, to expedite the flow of information, to facilitate the prompt
21 resolution of disputes over confidentiality of discovery materials, to adequately protect
22 information the parties are entitled to keep confidential, to ensure that the parties are
23 permitted reasonable necessary uses of such material in preparation for and in the
24 conduct of trial, to address their handling at the end of the litigation, and serve the ends
25 of justice, a protective order for such information is justified in this matter. It is the
26 intent of the parties that information will not be designated as confidential for tactical
27 reasons and that nothing be so designated without a good faith belief that it has been
28

1 maintained in a confidential, non-public manner, and there is good cause why it should
2 not be part of the public record of this case.

3
4 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
5 **SEAL**

6 The parties agree that any pleadings, motions, briefs, declarations, stipulations,
7 exhibits or other written submissions to the Court in this litigation which contain or
8 incorporate Confidential Material shall be lodged with an application and/or joint
9 stipulation to file the papers or the portion thereof containing the Confidential Material,
10 under seal.

11 The parties agree that they will meet and confer regarding the necessity of seeking
12 an order from the Court filing under seal any pleadings, motions, briefs, declarations,
13 stipulations, exhibits or other documents and/or materials at least five (5) days prior to
14 filing any application and/or joint stipulation to file under seal.

15 The parties further acknowledge, as set forth in Section 12.3, below, that this
16 Stipulated Protective Order does not automatically entitle them to file confidential
17 information under seal and that Local Civil Rule 79-5 sets forth the procedures that must
18 be followed and the standards that will be applied when a party seeks permission from
19 the Court to file material under seal.

20
21 **2. DEFINITIONS**

22 **2.1 Action:** *Jarron Edmond v. City of Los Angeles, et al.* CV20-06636-MCS
23 (KSx).

24 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
25 of information or items under this Stipulated Protective 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 protection
28 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause

1 Statement. This also includes (1) any information copied or extracted from the
2 Confidential information; (2) all copies, excerpts, summaries, abstracts or compilations
3 of Confidential information; and (3) any testimony, conversations, or presentations that
4 might reveal Confidential information.

5 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and their
6 support staff.

7 **2.5 Designating Party:** a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

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

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

16 **2.8 Final Disposition:** when this Action has been fully and completely
17 terminated by way of settlement, dismissal, trial, appeal and/or remand to state court.

18 **2.9 House Counsel:** attorneys other than Counsel (as defined in paragraph 2.4)
19 and who are employees of a party to this Action.

20 **2.10 Non-Party:** any natural person, partnership, corporation, association or
21 other legal entity not named as a Party to this action.

22 **2.11 Outside Counsel of Record:** attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm that has
25 appeared on behalf of that party, and includes support staff.

26 **2.12 Party:** any party to this Action, including all of its officers, directors,
27 boards, departments, divisions, employees, consultants, retained experts, and Outside
28 Counsel of Record (and their support staffs).

1 **2.13 Producing Party**: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 **2.14 Professional Vendors**: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 **2.15 Protected Material**: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 **2.16 Receiving Party**: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11
12 **3. SCOPE**

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

18 Any use of Protected Material at trial shall be governed by the orders of the trial
19 judge. This Stipulated Protective Order does not govern the use of Protected Material
20 at trial.

21
22 **4. DURATION**

23 Once a trial commences in this Action, information that was designated as
24 CONFIDENTIAL or maintained pursuant to this protective order and that is introduced
25 or admitted as an exhibit at trial becomes public and will be presumptively available to
26 all members of the public, including the press, unless compelling reasons supported by
27 specific factual findings to proceed otherwise are made to the trial judge in advance of
28 the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th

1 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in
2 discovery from “compelling reasons” standard when merits-related documents are part
3 of court record). Accordingly, the terms of this protective order do not extend beyond
4 the commencement of the trial as to the CONFIDENTIAL information and materials
5 introduced or admitted as an exhibit at trial.

6
7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or Non-Party that designates information or items for protection under
10 this Stipulated Protective Order must take care to limit any such designation to specific
11 material that qualifies under the appropriate standards. The Designating Party must
12 designate for protection only those parts of material, documents, items or oral or written
13 communications that qualify so that other portions of the material, documents, items or
14 communications for which protection is not warranted are not swept unjustifiably within
15 the ambit of this Stipulated Protective Order.

16
17 Mass, indiscriminate or routinized designations are prohibited. Designations that
18 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
19 to unnecessarily encumber the case development process or to impose unnecessary
20 expenses and burdens on other parties) may expose the Designating Party to sanctions.

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

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
25 this Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a) below), or
26 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
27 protection under this Stipulated Protective Order must be clearly so designated before
28 the material is disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order requires:

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

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

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

25 (c) for information produced in some form other than documentary and for any
26 other tangible items, that the Producing Party affix in a prominent place on the exterior
27 of the container or containers in which the information is stored the legend
28 “CONFIDENTIAL.” If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Stipulated Protective Order for
6 such material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the provisions
8 of this Stipulated Protective Order.

9
10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's Scheduling
13 Order.

14 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq.

16 **6.3 Burden of Persuasion.** The burden of persuasion in any such challenge
17 proceeding shall be on the Designating Party. Frivolous challenges, and those made for
18 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
19 other parties) may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall continue
21 to afford the material in question the level of protection to which it is entitled under the
22 Producing Party's designation until the Court rules on the challenge.

23
24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
26 disclosed or produced by another Party or by a Non-Party in connection with this Action
27 only for prosecuting, defending or attempting to settle this Action. Such Protected
28 Material may be disclosed only to the categories of persons and under the conditions

1 described in this Stipulated Protective Order. When the Action has been terminated, a
2 Receiving Party must comply with the provisions of section 13 below (FINAL
3 DISPOSITION).

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

7 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
10 only to:

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

14 (b) Experts (as defined in this Stipulated Protective Order) of the Receiving Party
15 to whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) the court and its personnel;

18 (e) court reporters and their staff;

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

22 (f) the author or recipient of a document containing the information or a custodian
23 or other person who otherwise possessed or knew the information;

24 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action
25 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
26 that the witness sign the form attached as Exhibit A hereto; and (2) they will not be
27 permitted to keep any confidential information unless they sign the “Acknowledgment
28 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating

1 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
2 depositions that reveal Protected Material may be separately bound by the court reporter
3 and may not be disclosed to anyone except as permitted under this Stipulated Protective
4 Order; and

5 (h) any mediator or settlement officer, and their supporting personnel, mutually
6 agreed upon by any of the parties engaged in settlement discussions and who have signed
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

8 **7.3. Retention.** Counsel making the disclosure to any qualified person
9 described herein shall retain the original executed copy of the Nondisclosure Agreement
10 until sixty (60) days after this litigation has become final, including any appellate review,
11 and monitoring of an injunction. Counsel for the Receiving Party shall maintain all
12 signed Nondisclosure Agreements and shall produce the original signature page upon
13 reasonable written notice from opposing counsel. If an issue arises regarding a purported
14 unauthorized disclosure of Confidential Information, upon noticed motion of contempt
15 filed by the Designating Party, counsel for the Receiving Party may be required to file
16 the signed Nondisclosure Agreements, as well as a list of the disclosed materials, in
17 camera with the Court having jurisdiction of the Stipulation.

18
19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
20 **IN OTHER LITIGATION**

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

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

26 (b) promptly notify in writing the party who caused the subpoena or order to issue
27 in the other litigation that some or all of the material covered by the subpoena or
28

1 order is subject to this Stipulated Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by
4 the Designating Party whose Protected Material may be affected.
5

6 The Party served with the subpoena or court order shall not produce any
7 information designated in this action as “CONFIDENTIAL”, unless the Party has
8 obtained the Designating Party’s permission or an order from the court from which the
9 subpoena or order issued. Nothing in these provisions should be construed as
10 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
11 from another court.
12

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Stipulated Protective Order are applicable to information
16 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
17 information produced by Non-Parties in connection with this litigation is protected by
18 the remedies and relief provided by this Stipulated Protective Order. Nothing in these
19 provisions should be construed as prohibiting a Non-Party from seeking additional
20 protections.

21 (b) In the event that a Party is required, by a valid discovery request, to produce
22 a Non-Party’s confidential information in its possession, and the Party is subject to an
23 agreement with the Non-Party not to produce the Non-Party’s confidential information,
24 then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party that
26 some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;
28

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

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

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

14
15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

24
25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection, the

1 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
2 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
3 established in an e-discovery order that provides for production without prior privilege
4 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
5 an agreement on the effect of disclosure of a communication or information covered by
6 the attorney-client privilege or work product protection, the parties may incorporate their
7 agreement in the stipulated protective order submitted to the court.
8

9 **12. MISCELLANEOUS**

10 **12.1 Right to Further Relief.** Nothing in this Stipulated Protective Order
11 abridges the right of any person to seek its modification by the Court in the future.

12 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
13 Protective Order, no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Stipulated Protective
17 Order.

18 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
19 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
20 only be filed under seal pursuant to a court order authorizing the sealing of the specific
21 Protected Material at issue. If a Party's request to file Protected Material under seal is
22 denied by the court, then the Receiving Party may file the information in the public
23 record unless otherwise instructed by the court.
24

25 **13. FINAL DISPOSITION**

26 After the FINAL DISPOSITION of this Action, as defined in paragraph 2.8,
27 within 30 days of a written request by the Designating Party, each Receiving Party must
28 return all Protected Material to the Producing Party. As used in this subdivision, "all

1 Protected Material” includes all copies, abstracts, compilations, summaries, and any
2 other format reproducing or capturing any of the Protected Material. The Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was returned and (2) affirms
6 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
7 or any other format reproducing or capturing any of the Protected Material.
8

9 **14. VIOLATION**

10 Any violation of this Stipulated Protective Order may be punished by appropriate
11 measures including, without limitation, contempt proceedings and/or monetary
12 sanctions.
13

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

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17 DATED: July 15, 2021

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19 **HONORABLE KAREN L. STEVENSON**
20 **UNITED STATES MAGISTRATE JUDGE**
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ATTACHMENT "A"
NONDISCLOSURE AGREEMENT

I, _____ do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Jarron Edmond v. City of Los Angeles, et al*, United States District Court for the Central District of California, Central Division, Case No. CV20-06636 MCS (KSx), and hereby agree to comply with and be bound by the terms and conditions of said Stipulated Protective Order. I hereby consent to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Stipulated Protective Order.

Dated: _____ Signed: _____