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

PABLO VERA, an individual,
Plaintiff,
vs.
CITY OF LOS ANGELES, and Does
1-10, inclusive,
Defendants.

Case No. 2:21-cv-05719-AB-PVCx

STIPULATED PROTECTIVE ORDER

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated

1 Protective Order does not entitle them to file confidential information under seal; Civil
2 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
3 will be applied when a party seeks permission from the court to file material under seal.

4 **1.2 GOOD CAUSE STATEMENT**

5 This action involves the City of Los Angeles and members of the Los Angeles
6 Police Department on the one side and on the other side Plaintiff who is claiming
7 damages from the City and its police officers for past and future medical expenses, loss
8 of earnings, emotional distress, mental suffering, and other unspecified general
9 damages allegedly caused by Defendants. Defendants will seek in this action discovery
10 of various information relating to Plaintiff's damages claims, including employment
11 and medical information that may be very personal, private, and potentially
12 embarrassing to them if it were to be unnecessarily disseminated. Plaintiff is seeking
13 materials and information that Defendant the City of Los Angeles (including its Police
14 Department) maintains as confidential, such as personnel files of police officers,
15 Internal Affairs materials and information, and other administrative materials and
16 information currently in the possession of the City and which the City believes need
17 special protection from public disclosure and from use for any purpose other than
18 prosecuting this litigation. Some of this information may also implicate the privacy
19 rights of persons not party to this lawsuit. Plaintiff is also seeking official information
20 contained in the personnel files of the police officers involved in the subject incident,
21 which the City maintains as strictly confidential and which the City believes needs
22 special protection from public disclosure and from use for any purpose other than
23 prosecuting this litigation.

24 The parties therefore stipulate that some of the information into which discovery
25 will be sought in this case is protected by various parties' and (third parties') privacy
26 rights under state and federal law. In addition, the confidentiality of the materials and
27 information sought by Plaintiff is recognized by California and federal law. The City
28 has not publicly released such materials except under protective order or pursuant to a

1 court order, if at all. These materials and information are of the type that has been used
2 to initiate disciplinary action against Los Angeles Police Department ("LAPD")
3 officers, and has been used as evidence in disciplinary proceedings, where the officers'
4 conduct was considered to be contrary to LAPD policy.

5 Absent a protective order delineating the responsibilities of nondisclosure on the
6 part of the parties hereto, there is a specific risk of unnecessary and undue disclosure
7 by one or more of the many attorneys, secretaries, law clerks, paralegals and expert
8 witnesses involved in this case, as well as the corollary risk of embarrassment,
9 harassment and professional and legal harm on the part of the Plaintiff, Defendants,
10 other LAPD officers, and non-party civilians who may be referenced in the materials
11 and information.

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

22 **2. DEFINITIONS**

23 **2.1 Action:** *Pablo Vera v. City of Los Angeles, et al.*, USDC Case No.
24 2:21-cv-05719-AB-PVC.

25 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
26 of information or items under this Order.
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1 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
4 Statement.

5 **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as 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
9 “CONFIDENTIAL.”

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

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

17 **2.8 House Counsel:** attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 **2.9 Non-Party:** any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 **2.10 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 which
25 has appeared on behalf of that party, and includes support staff.
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1 **2.11 Party:** any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 **2.13 Professional Vendors:** persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 **2.14 Protected Material:** any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 **3. SCOPE**

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

20 Any use of Protected Material at trial will be governed by the orders of the trial
21 judge. This Order does not govern the use of Protected Material at trial.

22 **4. DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order will remain in effect until a Designating Party agrees otherwise
25 in writing or a court order otherwise directs. Final disposition will be deemed to be the
26 later of (1) dismissal of all claims and defenses in this Action, with or without
27 prejudice; and (2) final judgment herein after the completion and exhaustion of all
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1 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
2 for filing any motions or applications for extension of time pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 **5.1 Exercise of Restraint and Care in Designating Material for**
5 **Protection.** Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to specific
7 material that qualifies under the appropriate standards. The Designating Party must
8 designate for protection only those parts of material, documents, items, or oral or
9 written communications that qualify so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

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

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

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

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents,
27 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
28 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter

1 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
2 portion or portions of the material on a page qualifies for protection, the Producing
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins).

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

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

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

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

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

7 **6.2 Meet and Confer.** The Challenging Party will initiate the dispute
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et
9 seq.

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

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below (FINAL 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 “CONFIDENTIAL”
2 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 to
5 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 A 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 be
25 separately bound by the court reporter and may not be disclosed to anyone except as
26 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 that
4 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 will
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or
10 order is subject to this Protective Order. Such notification will include a copy of this
11 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 will not produce any information designated in this action
16 as “CONFIDENTIAL” before a determination by the court from which the subpoena
17 or order issued, unless the Party has obtained the Designating Party’s permission. The
18 Designating Party will bear the burden and expense of seeking protection in that court
19 of its confidential material and nothing in these provisions should be construed as
20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
21 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 Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the remedies
27 and relief provided by this Order. Nothing in these provisions should be construed as
28 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 confidential
4 information, then the Party will:

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 agreement
7 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 may
15 produce the Non-Party's confidential information responsive to the discovery request.
16 If the Non-Party timely seeks a protective order, the Receiving Party will not produce
17 any information in its possession or control that is subject to the confidentiality
18 agreement with the Non-Party before a determination by the court. Absent a court
19 order to the contrary, the Non-Party will bear the burden and expense of seeking
20 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 writing
25 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material, (c) inform the person or persons to
27 whom unauthorized disclosures were made of all the terms of this Order, and (d)
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1 request such person or persons to execute the “Acknowledgment and Agreement to Be
2 Bound” that is attached hereto as Exhibit 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 protection,
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
9 may be established in an e-discovery order that provides for production without prior
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
11 parties reach an agreement on the effect of disclosure of a communication or
12 information covered by the attorney-client privilege or work product protection, the
13 parties may incorporate their agreement in the stipulated protective order submitted to
14 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 this
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any
22 ground to use in evidence of any of the material covered by this Protective Order.

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


1 **13. FINAL DISPOSITION**

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

20 14. Any willful violation of this Order may be punished by civil or criminal
21 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
22 authorities, or other appropriate action at the discretion of the Court.

23
24 **FOR GOOD CAUSE SHOWN BY THE PARTIES’ STIPULATION, IT IS SO
25 ORDERED.**

26 Dated: January 10, 2022

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Hon. Pedro V. Castillo
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [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 *Pablo Vera v. City of Los Angeles, et al.*, USDC Case No. 2:21-cv-05719-AB-PVC. 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 the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [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 signed: _____

Printed name: _____

Signature: _____