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6 Attorneys for Defendant **CITY OF LOS ANGELES**

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
 11 MICHAEL DELEON;  
 12 Plaintiff,

13 v.

14 CITY OF LOS ANGELES, LOS  
 15 ANGELES DETECTIVE JOSE  
 16 MARTINEZ, AND DOES 1-50,  
 Defendants.

CASE NO. CV22-06315-AB-MAR  
*Hon. André Birotte Jr., Ctrm 7B*  
*Mag. Margo A. Rocconi, Ctrm 790, 7<sup>th</sup> Fl.*

~~PROPOSED~~ **STIPULATED  
 PROTECTIVE  
 ORDER**

17 1. INTRODUCTION

18 1.1 PURPOSES AND LIMITATIONS

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

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 1.2 GOOD CAUSE STATEMENT

5 This action is likely to involve sensitive information regarding a criminal  
6 case, including information about juvenile criminal defendants and juvenile witnesses  
7 for that criminal trial, sensitive information regarding a gang related murder  
8 investigation, and personal information about the investigating officer for the gang  
9 murder for which special protection from public disclosure and  
10 from use for any purpose other than prosecution of this action is warranted. Such  
11 confidential and proprietary materials and information may consist of, among other  
12 things, confidential information about criminal investigative reports noting names of  
13 potential juvenile witnesses, internal affairs materials and information and other  
14 information contained in the personnel files of police officers which the City maintains  
15 as strictly confidential information otherwise generally unavailable or which may be  
16 privileged or otherwise protected from disclosure under state or federal statutes,  
17 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
18 information, to facilitate the prompt resolution of disputes over confidentiality of  
19 discovery materials, to adequately protect information the parties are entitled to keep  
20 confidential, to ensure that the parties are permitted reasonable necessary uses of  
21 such material in preparation for and in the conduct of trial, to address their handling  
22 at the end of the litigation, and serve the ends of justice, a protective order for such  
23 information is justified in this matter. It is the intent of the parties that information  
24 will not be designated as confidential for tactical reasons and that nothing be so  
25 designated without a good faith belief that it has been maintained in a confidential, non-  
26 public manner, and there is good cause why it should not be part of the public  
27 record of this case.

1           2.     DEFINITIONS

2           2.1    Action: this pending federal lawsuit.

3           2.2    Challenging Party: a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for protection  
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement.

9           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
10 their support staff).

11          2.5    Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14          2.6    Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced or  
17 generated in disclosures or responses to discovery in this matter.

18          2.7    Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this Action.

21          2.8    House Counsel: attorneys who are employees of a party to this Action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24          2.9    Non-Party: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26          2.10 Outside Counsel of Record: attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action and  
28 have appeared in this Action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party, and includes support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staffs).

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

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

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

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

15  
16 3. SCOPE

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

24  
25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations imposed by  
27 this Order will remain in effect until a Designating Party agrees otherwise in writing or  
28 a court order otherwise directs. Final disposition will be deemed to be the later of (1)

1 dismissal of all claims and defenses in this Action, with or without prejudice; and (2)  
2 final judgment herein after the completion and exhaustion of all appeals, rehearings,  
3 remands, trials, or reviews of this Action, including the time limits for filing any  
4 motions or applications for extension of time pursuant to applicable law.

5  
6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

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

28 Designation in conformity with this Order requires:

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

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

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

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

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

7  
8 6.           CHALLENGING CONFIDENTIALITY DESIGNATIONS

9           6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court’s  
11 Scheduling Order.

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13           6.2    Meet and Confer. The Challenging Party will initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.

15           6.3    The burden of persuasion in any such challenge proceeding will be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties will  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party’s designation until the Court rules on the  
22 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  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the

1 conditions described in this 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 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  
10 “CONFIDENTIAL” only to:

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

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

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

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

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

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

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they



1 will not be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
3 agreed by the Designating Party or ordered by the court. Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material may  
5 be separately bound by the court reporter and may not be disclosed to anyone except  
6 as permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,  
8 mutually agreed upon by any of the parties engaged in settlement discussions.  
9

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
11 IN OTHER LITIGATION

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

15 (a) promptly notify in writing the Designating Party. Such notification  
16 will include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order  
18 to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification will include  
20 a copy of this Stipulated Protective Order; and

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

23 If the Designating Party timely seeks a protective order, the Party served with  
24 the subpoena or court order will not produce any information designated in this  
25 action as “CONFIDENTIAL” before a determination by the court from which the  
26 subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission. The Designating Party will bear the burden and expense of seeking  
28 protection in that court of its confidential material and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action  
2 to disobey a lawful directive from another court.

3  
4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

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

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party’s confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party’s  
14 confidential information, then the Party will:

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

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

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

23 (c) If the Non-Party fails to seek a protective order from this court within  
24 14 days of receiving the notice and accompanying information, the Receiving Party  
25 may produce the Non-Party’s confidential information responsive to the discovery  
26 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
27 not produce any information in its possession or control that is subject to the  
28 confidentiality agreement with the Non-Party before a determination by the court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and  
2 expense of seeking protection in this court of its Protected Material.

3  
4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13  
14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

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

26  
27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

7           12.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
10 specific Protected Material at issue. If a Party's request to file Protected Material  
11 under seal is denied by the court, then the Receiving Party may file the information  
12 in the public record unless otherwise instructed by the court.

13  
14 13.           FINAL DISPOSITION

15           After the final disposition of this Action, as defined in paragraph 4, within 60  
16 days of a written request by the Designating Party, each Receiving Party must return  
17 all Protected Material to the Producing Party or destroy such material. As used in  
18 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
19 summaries, and any other format reproducing or capturing any of the Protected  
20 Material. Whether the Protected Material is returned or destroyed, the Receiving  
21 Party must submit a written certification to the Producing Party (and, if not the same  
22 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
23 (by category, where appropriate) all the Protected Material that was returned or  
24 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
25 abstracts, compilations, summaries or any other format reproducing or capturing any  
26 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
27 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

5  
6 14. Any willful violation of this Order may be punished by civil or criminal  
7 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
8 authorities, or other appropriate action at the discretion of the Court.

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

11  
12 DATED: \_\_\_\_\_ LAW OFFICES OF STANLEY GOFF

13 /s/ Stanley Goff

14 STANLEY GOFF, ESQ.

15 Attorneys for Plaintiff MICHAEL DE LEON

16  
17 Dated: January 12, 2023

**HYDEE FELDSTEIN SOTO**, City Attorney  
**SCOTT MARCUS**, Chief Assistant City Attorney  
**CORY M. BRENTÉ**, Senior Assistant City Attorney  
**EMILY S. COHEN**, Deputy City Attorney

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20 By: /s/ Emily S. Cohen

**EMILY S. COHEN**, Deputy City Attorney  
Attorneys for Defendant **CITY OF LOS ANGELES**

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24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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26 DATED: January 18, 2023

  
\_\_\_\_\_  
HON. MARGO A. ROCCONI  
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 \_\_\_\_\_ [**insert formal case name and the  
numbers and initials assigned to it by the court**]. 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 \_\_\_\_\_ [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 signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_