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

TOWNS *et. al*,

 Plaintiffs,

v.

COUNTY OF LOS ANGELES
et. al individually and in their
official capacities and Does 1-10,
inclusive,

 Defendants.

Case No. 2:23-cv-1635-MEMF-PD

**JOINT STIPULATION RE: PROTECTIVE
ORDER**

**TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
RECORD:**

Plaintiffs, CARLOS TOWNS, "CT2" by and through Guardian *ad Litem* BARSHA KNOX and Defendant, COUNTY OF LOS ANGELES, DEP. MORALES and DEP. PRENTICE (hereinafter collectively referred to as the "Parties") agree that this action may involve the disclosure of confidential, sensitive, or proprietary business information, or trade secrets (collectively referred to as "Confidential Information"), and hereby stipulate, subject to approval of the Court, to the following as a Protective Order which shall govern the production or disclosure of Confidential Information to ensure the continued confidentiality of such.

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of Confidential
3 Information for which special protection from public disclosure and from use for
4 any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the Parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order (Order). The Parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are designated as CONFIDENTIAL under the applicable
10 legal principles. The Parties further acknowledge, as set forth in Section 12.3,
11 below, that this Order does not entitle them to file confidential information under
12 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
13 standards that will be applied when a party seeks permission from the court to file
14 material under seal.

15 B. GOOD CAUSE STATEMENT

16 This litigation relates to the January, 2023 shooting of decedent CHARLES
17 TOWNS by the Los Angeles County Sheriff’s Department. Plaintiffs Carlos
18 Towns and Guardian ad Litem for “CT2” allege the decedent was executed after he
19 was down, disarmed and disabled. Plaintiffs contend that deputies from the Los
20 Angeles Sheriff’s Department used excessive force tantamount to execution;
21 Defendants deny the excessive force allegation and contend that the shooting was
22 necessary to protect citizens Mr. Towns was alleged to have stabbed and could
23 have continued stabbing. The relevant evidence in this case includes, but is not
24 limited to, body-worn camera footage, police reports, witness statements, and
25 information about individuals who are not parties to this litigation. The Parties
26 submit that good cause exists to enter the proposed protective order to balance
27 Defendants’ concerns that the documents consist of police reports and private
28 information concerning the parties to this litigation, which is protected by the

1 official information privilege, law enforcement privilege and the right to privacy,
2 as protected by the California and United States Constitution, with Plaintiffs' right
3 to discovery in this litigation.

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

14 2. DEFINITIONS

15 2.1 Action: This pending federal lawsuit entitled TOWNS et al, v. County of
16 Los Angeles et. al., Case Number. 2:23-cv-1635-MEMF-PD

17 2.2 Challenging Party: A Party or Non-Party that challenges the designation
18 of information on items under this Order.

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

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
24 their support staff).

25 2.5 Designating Party: A Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 "CONFIDENTIAL."
28

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

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

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

11 2.9 Non-Party: Any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

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

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

20 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

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

26 2.14 Protected Material: Any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

28 2.15 Receiving Party: A Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 3. SCOPE

3 The protections conferred by this Order cover not only Protected Material
4 (as defined above), but also (1) any information copied or extracted from Protected
5 Material; (2) all copies, excerpts, summaries, or compilations of Protected
6 Material; and (3) any testimony, conversations, or presentations by Parties or their
7 Counsel that might reveal Protected Material. This shall also include designated
8 deposition testimony, all designated testimony taken at a hearing or other
9 proceeding, interrogatory answers, documents or other discovery materials,
10 whether produced informally, in response to interrogatories, requests for
11 admissions, requests for production, or any other formal method of discovery. Any
12 use of Protected Material at trial shall be governed by the orders of the trial judge.
13 This Order does not govern the use of Protected Material at trial.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection:

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

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to
2 impose unnecessary expenses and burdens on other parties) may expose the
3 Designating Party to sanctions.

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

7 5.2 Manner and Timing of Designations.

8 Except as otherwise provided in this Order (see, e.g., second paragraph of
9 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
10 Discovery Material that qualifies for protection under this Order must be clearly so
11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

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

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must determine
26 which documents, or portions thereof, qualify for protection under this Order.
27 Then, before producing the specified documents, the Producing Party must affix
28 the "CONFIDENTIAL legend" to each page that contains Protected Material. If

1 only a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

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

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

13 5.3 Inadvertent Failures to Designate.

14 If timely corrected, an inadvertent failure to designate qualified information
15 or items does not, standing alone, waive the Designating Party’s right to secure
16 protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the
18 material is treated in accordance with the provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges.

21 Any Party or Non-Party may challenge a designation of confidentiality at
22 any time that is consistent with the Court’s Scheduling Order.

23 6.2 Meet and Confer.

24 The Challenging Party shall initiate the dispute resolution process under
25 Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on
27 the Designating Party. Frivolous challenges, and those made for an improper
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other

1 parties) may expose the Challenging Party to sanctions. Unless the Designating
2 Party has waived or withdrawn the confidentiality designation, all parties shall
3 continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party’s designation until the Court rules on the
5 challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles.

8 A Receiving Party may use Protected Material that is disclosed or produced
9 by another Party or by a Non-Party in connection with this Action only for
10 prosecuting, defending, or attempting to settle this Action. Such Protected Material
11 may be disclosed only to the categories of persons and under the conditions
12 described in this Order. When the Action has been terminated, a Receiving Party
13 must comply with the provisions of Section 13 below (FINAL DISPOSITION).

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

17 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

18 Unless otherwise ordered by the court or permitted in writing by the
19 Designating Party, a Receiving Party may disclose any information or item
20 designated “CONFIDENTIAL” only to:

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

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

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

1 (d) the court and its personnel;
2 (e) court reporters and their staff;
3 (f) professional jury or trial consultants, mock jurors, and Professional
4 Vendors to whom disclosure is reasonably necessary for this Action and who have
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

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

17 (i) any mediator or settlement officer, and their supporting personnel,
18 mutually agreed upon by any of the parties engaged in settlement discussions;

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

21 If a Party is served with a subpoena or a court order issued in other litigation
22 that 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
27 issue in the other litigation that some or all of the material covered by the subpoena
28 or order is subject to this Order. Such notification shall include a copy of this

1 Order; and

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

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

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

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

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

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

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

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

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

11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in Federal
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
26 whatever procedure may be established in an e-discovery order that provides for
27 production without prior privilege review. Pursuant to Federal Rule of Evidence
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or
2 work product protection, the parties may incorporate their agreement in the
3 stipulated protective order submitted to the court.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
8 Order no Party waives any right it otherwise would have to object to disclosing or
9 producing any information or item on any ground not addressed in this Order.
10 Similarly, no Party waives any right to object on any ground to use in evidence of
11 any of the material covered by this Order.

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

18 13. FINAL DISPOSITION

19 Within 60 days after the final disposition of this Action, as defined in
20 paragraph 4, each Receiving Party must return all Protected Material to the
21 Producing Party or destroy such material. As used in this subdivision, "all
22 Protected Material" includes all copies, abstracts, compilations, summaries, and
23 any other format reproducing or capturing any of the Protected Material.
24 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
25 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials
28 contain Protected Material. Any such archival copies that contain or constitute

1 Protected Material remain subject to this Order as set forth in Section 4
2 (DURATION).

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

6 Dated: May 10, 2023

LAW OFFICES OF CAREE HARPER

7
8 By: /S/ Caree Harper

Caree Harper
Attorney for Plaintiffs,
CARLOS TOWNS, & BARSHA
KNOX as Guardian *Ad Litem*

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12 Dated: May 10, 2023

HURRALL CANTRALL, LLP

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14
15 By: /S/ Thomas C. Hurrell

Thomas C. Hurrell
Hilary Harris
Attorneys for Defendants
COUNTY OF LOS ANGELES,
MORALES & PRENTICE

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19 In compliance with Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other
20 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
21 content and have authorized the filing.

22
23 Dated: 5/16/23

By: /s/ Caree Harper

24 **IT IS SO ORDERED.**

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26 DATED: May 19, 2023

Patricia Donahue

HONORABLE PATRICIA DONAHUE
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 _____ in the case of *TOWNS et. al v. County of Los Angeles et. al.*, case
number . 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 sworn and signed: _____

Printed name: _____