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13 UNITED STATES DISTRICT COURT
 14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 THOMAS JENKINS, on behalf of)
 16 himself and all similarly situated)
 individuals,)
 17)
 Plaintiff,)
 18)
 vs.)
 19 CITY OF LOS ANGELES; LOS)
 ANGELES POLICE DEPARTMENT;)
 20 and DOES 1 through 10, inclusive,)
 21)
 Defendants.)
 22)
 23)
 24)

Case No.: 2:24-cv-01056-FMO (AJR)
~~PROPOSED~~ **STIPULATED**
PROTECTIVE ORDER
 Action Filed: December 26, 2023
 Action Removed: February 7, 2024
 FAC Filed: February 29, 2024
 Response Filed: March 15, 2024

1 III. DEFINITIONS

2 A. Action: The instant lawsuit as captioned in this order.

3 B. Challenging Party: A Party or Non-Party challenging the designation
4 of information or items under this Order.

5 C. CONFIDENTIAL: Information (regardless of how generated, stored
6 or maintained) or tangible things that qualify for protection under FRCP Rule 26(c), and
7 as specified above in the Good Cause Statement.

8 D. CONFIDENTIAL UNLIMITED DURATION: Information
9 (regardless of how generated, stored or maintained) or tangible things that qualify for
10 protection under FRCP Rule 26(c), and as specified above in the Good Cause Statement,
11 for

11 E. Counsel: Outside Counsel of Record and House Counsel and staff.

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

14 G. Discovery Material: Documents, testimony, or other evidence,
15 regardless of the medium or manner in which it is generated, stored, or maintained
16 (including, objects, transcripts, and tangible things), produced or generated in disclosures
17 or responses to discovery in this matter.

18 H. Expert: 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 an
20 expert witness or as a consultant in this Action.

21 I. House Counsel: Attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record.

23 J. Non-Party: Any natural person, partnership, corporation, association,
24 or other legal entity not named as a Party to this action.

24 K. Outside Counsel of Record: Attorneys who are not employees of a

1 party to this Action but are retained to represent or advise a Party to this Action and have
2 appeared in this Action on behalf of that Party or are affiliated with a law firm which has
3 appeared on behalf of that party and includes support staff.

4 L. Party: Any Party to this Action, including officers, directors,
5 employees, consultants, experts, and Outside Counsel of Record and their support staff.

6 M. Producing Party: A Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 N. Professional Vendors: Persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits, and
10 organizing, storing, or retrieving data) and their employees and subcontractors.

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

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

14 IV. SCOPE

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

20 V. DURATION

21 At trial, all of the information that was designated CONFIDENTIAL under this
22 Order becomes available to the public and the press unless compelling reasons supported
23 by specific factual findings to proceed otherwise are made and ruled upon by the Court
24 before trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th

1 Cir. 2006). Accordingly, the terms of this Order cease at the commencement of the trial.
2 Notwithstanding the foregoing provision, this Order will remain in place as to material
3 designated as CONFIDENTIAL (UNLIMITED DURATION) under this order for non-
4 party, non-public records containing personally identifiable information, including but not
5 limited to, non-party personnel, time and payroll records, and non-party names and contact
6 information.

7 VI. DESIGNATING PROTECTED MATERIAL

8 A. 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 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards. The Designating Party must designate for protection only
12 those parts of material, documents, items, or communications that qualify so that other
13 portions of documents are not covered by this Order. Mass, indiscriminate, or routinized
14 designations are prohibited. Designations that are shown to be clearly unjustified or
15 made for an improper purpose may expose the Designating Party to sanctions.

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

18 B. Manner and Timing of Designations.

19 Except as otherwise provided in this Order, or as otherwise stipulated or ordered,
20 Disclosure or Discovery Material qualifying for protected under this Order must be
21 clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires the following:

23 (1) For Documents:

24 a. The Designating Producing Party affixes the legend
25 CONFIDENTIAL to each page of any Document claimed to contain Protected Material.

1 If only a portion of the material on a page is claimed protected, the Designating Party
2 must clearly identify the protected portion by making appropriate markings in the margins.

3 b. A Party or Non-Party that elects to make original
4 documents available for inspection need not designate until after the inspecting Party has
5 indicated which documents it would like to be copied and produced. During the
6 inspection and prior to designation, the material made available for inspection shall be
7 provisionally deemed “CONFIDENTIAL.” Upon production, however, only the marked
8 materials will be deemed CONFIDENTIAL.

9 c. After the inspecting Party has identified the documents, it
10 wants copied and produced, the Producing Party must determine which documents, or
11 portions thereof, qualify for protection under this Order. Then, before producing the
12 specified documents, the Designating Party must affix the CONFIDENTIAL to each page
13 that contains Protected Material.

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

17 (2) For deposition testimony: the Disclosure or Discovery Material
18 on the record, before the close of the deposition all protected testimony, the Designating
19 Party must affix in a prominent place on the exterior of the container or containers in
20 which the information is stored the legend CONFIDENTIAL. If only a portion or portions
21 of the information is claimed protected, the Designating Party, to the extent practicable,
22 shall identify the protected portion through margin markings.

23 C. Inadvertent Failures to Designate.

24 If timely corrected, an inadvertent failure to designate qualified information or
25 items does not, by itself, waive the Designating Party’s right to secure protection under
26 this Order for such material. Upon timely correction of a designation, the Receiving Party

1 must take reasonable steps to treat the material in accordance with this Order.

2 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

3 A. Timing of Challenges.

4 Any Party or Non-Party may challenge a designation of confidentiality at any time
5 that is consistent with any Scheduling Order issued by the Court in this matter.

6 B. Meet and Confer.

7 The Challenging Party shall initiate the dispute resolution process under Local Rule
8 37.1. The burden of persuasion in any such challenging proceeding shall be on the
9 Designating Party. Frivolous challenges, made solely for an improper purpose may expose
10 the Challenging Party to sanctions. Unless the Designating Party has waived or
11 withdrawn the confidentiality designation, all Parties shall continue to afford the
12 documents and protection as otherwise provided for in this Order.

12 VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

13 A. Basic Principles

14 A Receiving Party may use Protected Material that is disclosed or produced by
15 another Party or by a Non-Party in connection with this Action only for prosecuting,
16 defending, or attempting to settle this litigation. Such Protected Material may be
17 disclosed only to the categories of persons under this Order. When the Action has been
18 terminated, the Receiving Party must comply with this Order. Protected Material must be
19 stored and maintained by a Receiving Party at a location and in a secure manner that
20 ensures that access is limited to the persons authorized under this Order.

21 B. Disclosure of CONFIDENTIAL Documents or Testimony.

22 Unless otherwise ordered by the court or permitted in writing by the Designating
23 Party, a Receiving Party may disclose CONFIDENTIAL information only to:

24 (1) the Receiving Party's Outside Counsel of Record in this
25 Action to whom it is reasonably necessary to disclose the information for this Action;

1 (2) the officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary;

3 (3) Experts of the Receiving Party to whom disclosure is
4 reasonably necessary for this Action and who have signed Exhibit A;

5 (4) the court and its personnel;

6 (5) court reporters and their staff;

7 (6) professional jury or trial consultants, mock jurors, and
8 Professional; Vendors to whom disclosure is reasonably necessary for this Action and
9 who have signed Exhibit A;

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

12 (8) during their depositions, witnesses, and attorneys for witnesses,
13 in the Action to whom disclosure is reasonably necessary provided: (a) the deposing Party
14 requests that the witness sign Exhibit 1; and (b) they will not be permitted to keep any
15 CONFIDENTIAL information unless they sign Exhibit A, unless otherwise agreed by the
16 Designating Party or ordered by the Court.

17 C. Pages of transcribed deposition testimony or exhibits to depositions
18 that reveal Protected Material may be separately bound by the court reporter and may not
19 be disclosed to anyone except as permitted under this Stipulated Protective Order; and any
20 mediator or settlement officer, and their supporting personnel, mutually agreed upon by
21 any of the Parties engaged in settlement discussions.

22 IX. CLAIMED PROTECTED MATERIAL SUBPOENAED OR ORDERED
23 PRODUCED IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation that
25 compels disclosure of any information in this Action designated CONFIDENTIAL, that
26 Party must: (a) promptly notify in writing the Designating Party, including a copy of the

1 subpoena or court order;(b) promptly notify in writing the party who caused the subpoena
2 or order to issue in the other litigation that some or all of the material in that litigation is
3 subject to this Order. Such notification shall include a copy of this Order; and (c)
4 cooperate with respect to all reasonable procedures sought to be pursued by the
5 Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the
7 subpoena or court order shall not produce any information designated in this action as
8 CONFIDENTIAL before a determination by the court from which the subpoena or
9 order issued, unless the Party has obtained the Designating Party's permission.

10 The Designating Party shall bear the burden and expense of seeking protection
11 in that court of its CONFIDENTIAL material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to disobey a
13 lawful directive from another Court.

14 X. NON-PARTY DOCUMENTS AND TESTIMONY

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

20 B. If a Party is required, by a valid discovery request, to produce a Non-
21 Party's information designated as CONFIDENTIAL in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce its CONFIDENTIAL
23 information, then the Party shall:

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

1 (2) promptly provide the Non-Party with a copy of this Order, the
2 discovery request(s), and a reasonably specific description of the information sought; and

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

5 C. If the Non-Party fails to seek a protective order from this Court within
6 fourteen days of receiving the notice and accompanying information, the Receiving Party
7 may produce the Non-Party's CONFIDENTIAL information and responses.

8 D. If the Non-Party timely seeks a protective order, the Receiving Party
9 shall not produce any information in its possession or control that is subject to the
10 confidentiality agreement with the Non-Party before a determination by the Court.
11 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
12 seeking protection in this court of its Protected Material.

12 XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any manner not permitted under this Order, the
15 Receiving Party must immediately do the following: (a) Notify the Designating Party of
16 the unauthorized disclosures in writing; (b) use best efforts to retrieve all copies of the
17 Protected Material; (c) inform the person(s) to whom unauthorized disclosures were made
18 of this Order, and (d) request such person(s) execute Exhibit A.

19 XII. INADVERTENT PRODUCTION

20 The inadvertent production of privileged or otherwise protected documents
21 or testimony is governed by Federal Rule of Civil Procedure 26(b)(5)(B).

21 XIII. MISCELLANEOUS

22 A. Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 B. Right to Assert Other Objections. By stipulating to the terms in this

1 Order, no Party waives any right it otherwise would have to object to disclosing or
2 producing any information or item on any ground not addressed in this Order. Similarly,
3 neither Party waives any right to object on any ground to use in evidence of any of the
4 material covered by this Protective Order.

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

10 XIV. FINAL DISPOSITION

11 After the final disposition of this Action and within sixty days of a written request
12 by the Designating Party, each Receiving Party must return all Protected Material to the
13 Producing Party or destroy such material. As used in this subdivision, “all Protected
14 Material” includes all copies, abstracts, compilations, summaries, and any other format
15 reproducing or capturing any of the Protected Material. Whether the Protected Material
16 is returned or destroyed, the Receiving Party must submit a written certification to the
17 Producing Party (and, if not the same person or entity, to the Designating Party) by the
18 sixty-day deadline that (1) identifies (by category, where appropriate) all the Protected
19 Material that was returned or destroyed; and (2) affirms that the Receiving Party has
20 not retained any copies, abstracts, compilations, summaries or any other format
21 reproducing or capturing any of the Protected Material.

22 The Parties understand and agree that following the
23 termination of the litigation the pending litigation exemption of
24 Section 7927.200 of the California Public Records Act (“CPRA”) expires, and the City may be required to produce any records or documents pursuant to a request under the CPRA.

1 Notwithstanding this provision, Counsel is entitled to retain an archival copy of
2 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
4 consultant and expert work product, even if such materials contain Protected Material. Any
5 archival copies that contain Protected Material remain subject to this Order. Any violation
6 of this Order may be punished by any and all appropriate measures including, without
7 limitation, contempt proceedings and sanctions.

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: May 10, 2024

COUNSELONE, PC

11
12 By /s/ DEMETRIUS X. LAMBRINOS
13 ANTHONY J. ORSHANSKY, ESQ.
14 DEMETRIUS X. LAMBRINOS, ESQ.

15 Attorneys for Plaintiff Jenkins, on behalf of himself and
16 all similarly situated individuals.

17 Dated: May 10, 2024,

18 HYDEE FELDSTEIN SOTO, City Attorney
19 DENISE C. MILLS, Chief Deputy City Attorney
20 KATHLEEN A. KENEALY, Chief Assistant City
21 Attorney
22 ANETA FREEMAN, Managing Assistant City Attorney
23 **BRIAN LEVINE, Deputy City Attorney**
24 MARY J. HANNA, Deputy City Attorney

25 By /s/ Brian Levine
26 **BRIAN LEVINE**
27 Attorneys for Defendant, **CITY OF LOS ANGELES.**

28 I, Brian Levine, attest that the signature of Plaintiff's counsel above on whose behalf the
filing is submitted concurs in the filing's content and has authorized the filing.

~~PROPOSED~~ ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 10, 2024



HON. A. JOEL RICHLIN
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____[print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order (“Order”)
7 that was issued by the United States District Court for the Central District of California
8 in the case of *Jenkins et al. v. City of Los Angeles et al.* Case No.: 2:24-cv-01056-FMO
9 (AJR). I agree to comply with and to be bound by all the terms of this Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose, in any
12 manner, any information that is subject to this Order to any person or entity except in strict
13 compliance with this Order. I agree to submit to the jurisdiction of the United States
14 District Court for the Central District of California for the purpose of enforcing the terms
15 of this Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [full name] of
17 _____ [full address and telephone number] as
18 my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20 Date: _____

21 City and State where sworn and signed: _____

22 Printed name: _____

23 Signature: _____