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

11 **JASON BENJAMIN KARTEN**, an  
 12 individual,

13 Plaintiff,

14 vs.

15 **CITY OF LOS ANGELES; LOS**  
 16 **ANGELES POLICE DEPARTMENT;**  
 17 **CITY OF LOS ANGELES AIRPORT**  
 18 **POLICE; and DOES 1-10**, both their  
 individual & official capacities,

19 Defendants.

Case No. 8:18-cv-00593-AG-KES

DISCOVERY MATTER

**PROTECTIVE ORDER  
 REGARDING DISCLOSURE  
 OF CONFIDENTIAL  
 INFORMATION**

20 Pursuant to the stipulation executed by Plaintiff and Defendants City of Los  
 21 Angeles and Los Angeles Police Department, and the good cause stated therein, the  
 22 Court issues the following protective order:

23 **A. ITEMS COVERED BY THIS PROTECTIVE ORDER**

24 1. The protective order applies only to the following:

25 A. Any and Consolidated Criminal History Report System (CCHRS)  
 26 report(s) generated by personnel of the City of Los Angeles regarding the  
 27 subject with the assigned CII #A21293334, and generated May 26, 2017  
 28 through May 31, 2017, or July 30 or 31, 2017.

1 B. Records generated or created by personnel of the City of Los Angeles  
2 concerning the May 26, 2017 LAPD arrest of the male individual booked under  
3 the name of Jason Benjamin Karten and assigned booking no. 4999324,  
4 released from custody May 31, 2017, EXCEPT any medical record regarding  
5 this individual shall not be produced.

6 2. Should any party wish to stamp any of the above records as  
7 “CONFIDENTIAL” that party may not stamp the records in such a way as to cover  
8 any written portion of the records. The documents must remain completely legible.

9 3. If the documents contain photographs, a color copy of the photograph(s)  
10 should be produced.

11 **B. USE OF RECORDS**

12 1. Absent further order of the Court, the items covered by this protective order  
13 may be used in this case only, including any appeals, and not for any other purpose  
14 whatsoever.

15 2. Items covered by this protective order, including any related copies,  
16 summaries, extracts, notes, photographs, memos, audiotapes and transcripts, shall not  
17 be disclosed, except to the following persons:

18 A. The attorneys of record, including legal assistants, paralegals,  
19 investigators and clerical employees working under counsel’s supervision, as  
20 well as outside copying, graphic, computer services, and court reporters  
performing services in connection with this action.

21 B. Experts, consultants, investigators and their employees, retained  
22 and/or consulted by the attorneys of record to assist in the preparation of this  
23 action.

24 C. The parties, including their officers, agents and employees who are  
25 directly assisting counsel with the conduct or resolution of this action;

26 D. Witnesses while being examined by counsel at a deposition or trial.  
27 However, if the item is attached as an exhibit to a deposition transcript, the  
28 copy attached as an exhibit shall be redacted to omit names, birth dates, social

1 security numbers, and addresses.

2 3. Before any disclosure of the items covered by this protective order, they will  
3 inform any person identified in Paragraph 2 above, of the terms of the protective  
4 order.

5 4. If any party wishes to disclose items covered by this protective order to any  
6 person other than those listed in Paragraph 2 above, that party shall give written  
7 notice to the non-disclosing party so that the non-disclosing party can make a motion  
8 to prevent the disclosure. The party wishing to disclose the information will not to  
9 do so unless and until agreement with the other party is reached, or the other party's  
10 motion is ruled on by the court. If however, the other party does not file its motion  
11 within two weeks of the notice, the party wishing to disclose the information may  
12 deem the issue to have been abandoned.

13 5. Upon final determination of this action, whether by judgment, settlement or  
14 otherwise, including all appeals, and upon the producing party's request, Plaintiff  
15 shall return those items, along with all copies, to the producing party. Any messenger  
16 or postage fees shall be paid by the requesting party. In the alternative, the producing  
17 party may request the items be destroyed. This provision does not obligate the Court  
18 to act in a certain matter in relation to the confidential documents.

19 6. If any party who receives Confidential Information receives a subpoena or  
20 other request seeking Confidential Information, he, she or it shall immediately give  
21 written notice to the Defendants' counsel, identifying the Confidential Information  
22 sought and the time in which production or other disclosure is required, and shall  
23 object to the request or subpoena on the grounds of this stipulation so as to afford the  
24 Defendants an opportunity to obtain an order barring production or other disclosure,  
25 or to otherwise respond to the subpoena or other request for production or disclosure  
26 of Confidential Material. Other than objecting on the grounds of this stipulation, no  
27 party shall be obligated to seek an order barring production of Confidential  
28 Information, which obligation shall be borne by the Defendants. However, in no

1 event should production or disclosure be made without written approval by the  
2 Defendants' counsel unless required by court order arising from a motion to compel  
3 production or disclosure of Confidential Information. Nothing in this order should be  
4 construed as authorizing or encouraging a party to disobey a lawful directive from  
5 another court.

6 7. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
7 written submissions to the Court in this litigation which contains or discloses  
8 confidential information shall be filed and maintained under Local Rule 79-5, which  
9 governs the filing of documents under seal. If confidential material is included in any  
10 papers to be filed in Court, such papers shall be accompanied by an application to  
11 file the papers – or the confidential portion thereof – under seal; the application must  
12 demonstrate good cause for the under seal filing. The application shall be directed to  
13 the judge to whom the papers are directed. Pending the ruling on the application, the  
14 papers or portions thereof subject to the sealing application shall be lodged under  
15 seal.

16 8. At the commencement of trial, unless good cause is shown, the terms of the  
17 protective order are dissolved, except for the return of the confidential documents to  
18 the party providing them at the completion of the case.

19 9. Any use of Confidential Information at trial, or in open court during pretrial  
20 proceedings, shall be governed by the orders of the presiding judge. This order does  
21 not govern the use of Confidential Information at trial.

22 10. Nothing herein shall prejudice any party's rights to object to the  
23 introduction of any Confidential Information into evidence, on grounds including but  
24 not limited to relevance and privilege.

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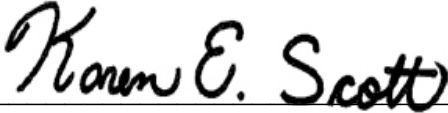
**C. OTHER**

11. This protective order shall not preclude any party from moving the court for other or further protective orders during this action.

12. This protective order is subject to amendment and modification by further stipulation among counsel and/or by order of the Court.

***IT IS SO ORDERED.***

DATED: September 07, 2018



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**HON. KAREN E. SCOTT**  
United States Magistrate Judge