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4 **UNITED STATES DISTRICT COURT**
5 **CENTRAL DISTRICT OF CALIFORNIA**
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7 LA Alliance for Human Rights, *et al.*,

8 Plaintiffs,

9 vs.

10 City of Los Angeles, *et al.*

11 Defendants.
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Case No. 2:20-CV-02291-DOC-KES

**ORDER REGARDING THE
PROTECTION OF
CONFIDENTIAL DATA AND
INFORMATION PRODUCED TO
THE MONITOR**

Action Filed: March 10, 2020
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I. BACKGROUND

On June 24, 2025, the Court issued an order that, in relevant part, addressed the appointment and duties of a third-party monitor (“Monitor”). Order Granting in Part and Denying in Part Plaintiffs’ Motions for Settlement Compliance (“Settlement Compliance Order”) (Dkt. 991) at 49-50. As stated in the Settlement Compliance Order:

[t]he Settlement Agreement provides that the “Parties will engage a mutually agreed-upon third party to provide data collection, analysis, comments, and regular public reports on the City’s compliance with the terms of this Agreement. The City shall be responsible for paying all fees, if any, or for obtaining grants or other private funding, if needed.”

Id. at 49. The Court ordered that “[t]he Monitor shall have full access to the data that the City uses to create its reports to the Court.” *Id.* at 50.

On October 14, 2025, the Court issued an Order Resolving Third-Party Monitor Appointment and Scope of Work. (Dkt. 1048) (“Order Appointing Monitor”). The Court explained that the Monitor:

- will ‘at least be’ responsible for reviewing and verifying the [C]ity’s data prior to publication, resolving data issues, and providing public reports on data compliance;
- will have full access to the data the City uses to create its reports;
- shall review and provide guidance on public accessibility to the City’s contracts and invoices;
- will confirm that shelter or housing offers were made with respect to the encampment reductions.

(Dkt. 1048 at 2, *citing* Dkt. 991 at 50 and Dkt. 1034) (“Monitor’s Duties”).

The Court recognizes that, for the Monitor to discharge these duties, the City of Los Angeles (“City”), the County of Los Angeles (“County”), and certain third

1 parties (*e.g.*, Los Angeles Homeless Services Authority (“LAHSA”) and Housing
2 Authority of the City of Los Angeles (“HACLA”)) must disclose medical, mental
3 health, and substance use disorder data that is protected from disclosure by several
4 federal and State statutes, including but not limited to: 42 CFR Part 2
5 (“Confidentiality Of Substance Use Disorder Patient Records”); the Health
6 Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-
7 191; California Civil Code Section 56.10-1007; and the California Welfare and
8 Institutions Code, Sections 5000 to 5550 (“Lanterman-Petris-Short Act”). Several of
9 these statutes require the Court to make specific findings prior to the disclosure of
10 confidential information.

11 The Parties agree to maintain confidentiality of all records at issue, confine
12 the use of said records to this lawsuit, and deem them “confidential” within the
13 parameters of this Protective Order.

14 Under 42 CFR 2.66 and 42 CFR Part 2.64(d) and (e), the Court must make
15 the following findings regarding the disclosure of Substance Use Disorder Patient
16 Records

17 (1) Other ways of obtaining the information are not available, would not be
18 effective; and

19 (2) The public interest and need for the use or disclosure outweigh the
20 potential injury to the patient, the physician-patient relationship, and
21 the treatment of services.

22 42 CFR 2.64(d). In addition, the content of an order authorizing the use or disclosure
23 Substance Use Disorder Patient Records must:

24 (1) Limit use or disclosure to only those parts of the patient’s record, or
25 testimony relaying those parts of the patient’s record, which are
26 essential to fulfill the objective of the order;

1 (2) Limit use or disclosure to those persons whose need for information
2 is the basis for the order; and

3 (3) Include such other measures as are necessary to limit use or
4 disclosure for the protection of the patient, the physician-patient
5 relationship and the treatment services; for example, sealing from
6 public scrutiny the record of any proceeding for which use or disclosure
7 of a patient's record, or testimony relaying the contents of the record,
8 has been ordered.

9 42 CFR 2.64(e)).

10 Federal district courts have the power to authorize disclosure of HIPAA
11 and 42 CFR Part 2 protected material in discovery proceedings, without a
12 patient's consent in response to a court order, or in discovery where a
13 qualifying protective order is in place. *See* 45 C.F.R. §§ 164.512(e)(l)(i);
14 (e)(l)(ii)(B); (e)(l)(v); *see also Briggs v. Adel*, No. CV-18-02684-PHX-EJM,
15 2020 WL 4003123, at *12 (D. Ariz. July 15, 2020); *Garey v. Anderson*, No.
16 2:22-CV-0069-TOR, 2022 WL 17327846, at *2 (E.D. Wash. Nov. 29, 2022).

17 18 **II. FINDINGS AND ORDER**

19 The Court hereby finds and orders as follows:

20 **A. PURPOSES AND LIMITATIONS**

21 Sensitive, confidential information protected from disclosure under federal
22 and State law may be required under the data request by A & M. This Order does
23 not entitle them to file confidential information under seal; Civil Local Rule 79-5
24 sets forth the procedures that must be followed and the standards that will be applied
25 when a party seeks permission from the Court to file material under seal.

1 B. GOOD CAUSE

2 The data request from A & M is likely to involve disclosure of personal health
3 information, substance use disorder treatment information, personally identifying
4 information, and other records deemed confidential pursuant to several laws and
5 regulations including, but not limited to, Cal. Welf. & Inst. Code §§ 362.5, 827,
6 5328, and 10850, Cal. Civ. C. §§ 56.10, et seq., Cal. Civ. Code section 1798 et seq.
7 (the Information Practices Act of 1977), Cal. Health & Safety Code section 11845.5,
8 45 C.F.R. §§ 160.103 and 164.512(e) of the Privacy Regulations issued pursuant to
9 the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42
10 CFR Part 2, the federal Drug Abuse Office and Treatment Act of 1972 (PL 92–255),
11 and the federal Comprehensive Alcohol Abuse and Alcoholism Prevention,
12 Treatment, and Rehabilitation Act of 1970 (PL 91–616); and Welfare and
13 Institutions Code (WIC) 5000 to 5550 (Lanterman-Petris-Short Act).

14 Such confidential materials and information consist of, among other things,
15 medical records. In this context medical records means any information whether
16 recorded or not, saved, or acquired by a Part 2 program relating to a patient (e.g.,
17 diagnosis, treatment and referral for treatment information, billing information,
18 emails, voicemails, and texts), and including patient identifying information.

19 Accordingly, to ensure adequate protection of confidential information, to
20 expedite the flow of information, to facilitate the prompt resolution of disputes over
21 confidentiality of materials, to adequately protect information the Parties are entitled
22 to keep confidential, to ensure that the Parties are permitted reasonable necessary
23 uses of such material in preparation for an audit of the City’s, the County’s,
24 LAHSA’s, and/or HACLA’s services, a protective order for such information is
25 justified in this matter.

1 C. ADDITIONAL FINDINGS AND ORDERS

2 Based on the foregoing, the Court finds that other ways of obtaining the
3 information are not available, would not be effective; and the public interest and
4 need for the use or disclosure outweigh the potential injury to the patient, the
5 physician-patient relationship, and the treatment of services

6 This order limits use or disclosure to only those parts of the patient's record,
7 or testimony relaying those parts of the patient's record, which are essential to fulfill
8 the objective of the order; and limits use or disclosure to those persons whose need
9 for information is the basis for the order.

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11 **III. DEFINITIONS**

12 3.1 Action: *LA Alliance for Human Rights, et al. v. County of Los Angeles,*
13 *et al.*, Case No. 2:20-cv-02291-DOC-KES.

14 3.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 3.3 Confidential Information: All personally identifiable information of
17 individuals; information that qualifies for protection under Federal Rule of
18 Procedure 26(c) and as specified above in the Good Cause statement, and any other
19 information that is protected or restricted from disclosure by statute or regulation,
20 but which a party is seeking in connection with this case, including without
21 limitation the provision of Cal. Welf. & Inst. Code Sections 362.5, 827, 5238, and
22 10850, Cal Civ. Code Sections 56.10 et. seq. and 1798 et seq., Cal. Health & Safety
23 Section 121845.5, HIPAA, the federal Comprehensive Alcohol Abuse and
24 Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616), and
25 Welfare and Institutions Code (WIC) 5000 to 5550 (Lanterman-Petris-Short Act).

26 3.4 Privileged Material: Material that is protected from disclosure by the
27 attorney-client privilege, work product doctrine, or other applicable privilege or
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1 doctrine.

2 3.5 Protected Material: All Material, designated as “CONFIDENTIAL”
3 that is Protected Health Information, Personally Identifiable Information, or
4 Confidential Information. If a Party determines that information not defined as
5 Protected Material should be covered by this Order, the Parties shall negotiate the
6 appropriateness of that request in good faith and endeavor to resolve any dispute
7 prior to the production of that information. Nothing herein shall waive or limit a
8 Party’s right to seek additional relief as to the scope of what constitutes Protected
9 Material.

10 3.6 Personally Identifiable Information: All “information that identifies,
11 relates to, describes, or is capable of being associated with, a particular individual,
12 including, but not limited to, his or her name, signature, social security number,
13 physical characteristics or description, address, telephone number, passport number,
14 driver’s license or state identification card number, insurance policy number,
15 education, employment, employment history, bank account number, credit card
16 number, debit card number, or any other financial information, medical information,
17 or health insurance information.” Cal. Civ. Code § 1798.80(e). Personally
18 Identifiable Information does not include publicly available information that is
19 lawfully made available to the general public from federal, state, or local government
20 records or otherwise.

21 3.7 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 3.8 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 3.10 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
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among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

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

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

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

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

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

3.16 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

This Order authorizes the Parties to:

- 1) Designate Protected Material as subject to the terms, limitations and requirements of this Order; and
- 2) Disclose and/or produce Protected Material in this Action, upon compliance with this Order.

To the extent that HIPAA, the Comprehensive Alcohol Abuse and Alcoholism

1 Prevention, Treatment, and Rehabilitation Act of 1970, and other federal and State
2 privacy laws allow the disclosure of information pursuant to a court order, this Order
3 constitutes such a court order and authorizes the disclosure of that information.

4 This Order is not intended to resolve any other confidentiality issues, and the
5 Parties explicitly reserve their right to bring disagreements regarding the
6 applicability or requirements of other confidentiality protections to the Court at a
7 later date.

8 The protections conferred by this Order cover not only Protected Material, but
9 also (i) any information copied or extracted from Protected Material; (ii) all copies,
10 excerpts, summaries, or compilations of Protected Material; and (iii) any testimony,
11 conversations, or presentations by Parties or their Counsel that might reveal
12 Protected Material.

13 This Order is subject to the Local Rules of this District, the Court's civil
14 standing order, and the Federal Rules of Civil Procedure on matters of procedure
15 and calculation of time periods. Any use of Protected Material at trial shall be
16 governed by the orders of the trial judge. This Order does not govern the use of
17 Protected Material at trial and does not serve to waive any evidentiary objections to
18 production or introduction of Protected Material made prior to or during trial.

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20 **V. DURATION**

21 Any use of Protected Material at trial shall be governed by the orders of the
22 Court. This Order does not govern the use of Protected Material at trial.

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees
25 otherwise in writing or a court order otherwise directs. Final disposition shall be
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
27 with or without prejudice; and (2) final judgment herein after the completion and
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1 exhaustion of all appeals, rehearing's, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of
3 time pursuant to applicable law. All data must be returned to the original data owner
4 upon final disposition of this litigation, as more fully described below.

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6 **VI. DESIGNATION OF CONFIDENTIAL INFORMATION AND**
7 **PRODUCTION OF DATA**

8 6.1 Notwithstanding HIPAA, the Comprehensive Alcohol Abuse and
9 Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, and 42 CFR
10 6.22, the Court orders production of Confidential Information within the Parties'
11 possession, custody, or control pursuant to the protections established in this
12 Order.

13 6.2 Confidential Information shall be marked "CONFIDENTIAL
14 SUBJECT TO PROTECTIVE ORDER."

15 6.3 In light of the foregoing, to minimize burden to the Producing Party,
16 any materials marked "CONFIDENTIAL SUBJECT TO PROTECTIVE
17 ORDER" need not be redacted prior to production.

18 6.4 Documents marked "CONFIDENTIAL SUBJECT TO
19 PROTECTIVE ORDER" may be filed under seal pursuant to Local Rule 79-5.

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21 **VII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If the Monitor learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Order, it must immediately (a) notify the data owner in writing of the unauthorized
25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
26 Material, (c) inform the person or persons to whom unauthorized disclosures were
27 made of all the terms of this Order, and (d) request such person or persons to execute
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1 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
2 **Exhibit A.**

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4 **VIII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
10 may be established in an e-discovery order that provides for production without prior
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
12 Parties reach an agreement on the effect of disclosure of a communication or
13 information covered by the attorney-client privilege or work product protection, the
14 Parties may incorporate their agreement in the stipulated protective order submitted
15 to the Court.

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17 **IX. MISCELLANEOUS**

18 9.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 9.2 Right to Assert Other Objections. No Party waives any right it
21 otherwise would have to object to disclosing or producing any information or item
22 on any ground not addressed in this Order. Similarly, no Party waives any right to
23 object on any ground to use in evidence of any of the material covered by this Order.

24 9.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party’s request to file Protected Material
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1 under seal is denied by the Court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the Court.

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4 **X. FINAL DISPOSITION**

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

23 Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

1 The Parties do not waive any privileges and rights afforded to them, including,
2 but not limited to, California Civil Code section 56.10; Welfare and Institutions
3 Code section 5300 et seq. and 5550, also known as the (Lanterman-Petris Short
4 Act); 42 CFR Part 2, and the right to privacy embodied by the California Constitution
5 and the United States Constitution.

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7 **IT IS SO ORDERED.**

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9 DATED: November 10, 2025.

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12 HON. DAVID O. CARTER

13 UNITED STATES DISTRICT COURT
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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 name of the case and the number 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 sworn and signed: _____

Printed name: _____

Signature: _____