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7 Attorneys for Defendants  
 County of Ventura, Ventura County Sheriff's Office,  
 8 Sheriff Geoff Dean, Assistant Sheriff Gary Pentis,  
 John Crombach, and Deputy Danielle Delpit  
 9

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

13 MICHAEL COSTA, Individually and )  
 14 as personal representative and )  
 administrator of the ESTATE OF )  
 15 DEVON THOMAS COSTA; ESTATE )  
 OF DEVON THOMAS COSTA and )  
 16 JANET COSTA, an individual, )

17 Plaintiffs,

18 vs.

19 THE COUNTY OF VENTURA; THE )  
 VENTURA COUNTY SHERIFF'S )  
 20 DEPARTMENT; SHERIFF GEOFF )  
 DEAN; ASSISTANT SHERIFF GARY )  
 21 PENTIS; former ASSISTANT )  
 SHERIFF JOHN CROMBACH, )  
 22 SHERIFF DEPUTY DANIELLE )  
 DELPIT, AND SHERIFF DEPUTY )  
 23 DOE 1 THROUGH 10, INCLUSIVE, )

24 Defendants.

Case No. CV 14-06955 R (Ex)  
 Honorable Manuel L. Real

**PROTECTIVE ORDER RE  
 CONFIDENTIAL MATERIALS**

25  
 26 Having reviewed and considered the Parties' Stipulation for Protective  
 27 Order Governing Confidential Information Produced During Discovery, good  
 28 cause showing therein, IT IS SO ORDERED:

1           1.     Plaintiffs. Plaintiffs are Michael Costa, individually and as personal  
2 representative and administrator of the Estate of Devon Thomas Costa; the Estate  
3 of Devon Thomas Costa; and Janet Costa (hereinafter “Plaintiffs”).

4           2.     Defendants. Defendants are County of Ventura, Ventura County  
5 Sheriff’s Office, Sheriff Geoff Dean, Assistant Sheriff Gary Pentis, John  
6 Crombach, and Deputy Danielle Delpit (hereinafter “County Defendants”).

7           Plaintiffs and Defendants are collectively referred to hereinafter as “the  
8 Parties”.

9           3.     Disclosing Party. Disclosing Party shall refer to County Defendants.

10          4.     Receiving Party. The Receiving Party shall refer to Plaintiffs and his  
11 agents as set forth in Paragraph Nos. 17 and 18 of this Protective Order.

12          5.     Good Cause Statement and Confidential Materials. Defendants  
13 anticipate that during further discovery in this action they may exchange  
14 documents, items, or materials and other information, including testimony, on  
15 matters that contain sensitive and confidential information that derives actual or  
16 potential value from not being generally known to the public and are the subject  
17 of reasonable efforts to maintain their confidentiality. Defendants believe, in  
18 good faith, that these documents and/or writing are protected by the Official  
19 Information Privilege, the right to privacy guaranteed in Federal Constitution,  
20 First Amendment and California Constitution, Article I, Section I, and various  
21 California Government, Penal, and Evidence Code sections, and thus protected  
22 from disclosure. This will be accomplished by affixing to such document or  
23 writing a legend, such as “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT  
24 TO PROTECTIVE ORDER” or words of similar effect. Documents and writings  
25 so designated, hereinafter, collectively, (“Confidential Information”), shall be  
26 treated in accordance with the terms of this stipulation/protective order. Subject  
27 to any potential challenges of confidentiality pursuant to Paragraph 23 below,  
28 documents, writings and things that may be designated as such, include the

1 following:

2 a) Any material relating to or regarding the personnel files and/or  
3 records of any employee or former employee of the Ventura County Sheriff's  
4 Office ("VCSO");

5 b) Any material relating to any personnel investigations  
6 conducted by the VCSO or other law enforcement agency regarding any member  
7 or former member of the VCSO;

8 c) All internal policies and training materials not in the public  
9 domain.

10 6. Interests In Favor Of Protective Order. This Order is necessary to  
11 expedite discovery, while maintaining confidential and private information of  
12 Defendants and third parties, and it is necessary to protect parties or persons from  
13 annoyance, embarrassment, oppression, or undue burden or expense. Further,  
14 disclosure of such information without a protective order may compromise the  
15 safety of third parties.

16 7. Stipulation. The Parties are entering into this Stipulation for  
17 Protective Order to protect against any improper disclosure or risk of  
18 circumvention of law that might result from disclosure of sensitive and  
19 confidential information as described in this Order. To informally resolve this  
20 discovery matter, the Parties have agreed to this Stipulation for Protective Order  
21 that carefully limits the use and dissemination of the Confidential Information.

22 8. Confidential Information. This Protective Order shall apply to all  
23 Confidential Information, produced by Disclosing Party to the Receiving Party.  
24 The Confidential Information may be contained in originals and copies of  
25 relevant interrogatory responses obtained from Disclosing Party in this matter;  
26 originals and copies of relevant documents responsive to requests for production  
27 of documents obtained from the Disclosing Party in this matter; and originals and  
28 copies of transcripts, video recordings, and audio recordings of any deposition

1 taken in this matter during which the Confidential Information is used,  
2 mentioned, reviewed, discussed, and/or referred to. The Confidential Information  
3 shall be subject to this Protective Order as follows:

4 9. Storage Of Confidential Information. Immediately upon production  
5 by the Disclosing Party, attorneys for the Receiving Party shall personally secure  
6 and maintain the Confidential Information in their possession. The Confidential  
7 Information shall not, under any circumstances, be left in an open or unsecured  
8 location where unauthorized persons (such as unauthorized employees of counsel,  
9 cleaning personnel, etc.) might have access to them.

10 10. Confidential Information Legend. All documents containing  
11 Confidential Information shall be stamped “CONFIDENTIAL” or  
12 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or words of similar  
13 effect. Such stamp shall not obscure the document.

14 11. Limitation Of Use Of Confidential Information. Attorneys for the  
15 Receiving Party shall not cause or knowingly permit disclosure of the contents of  
16 the Confidential Information, in any manner, including orally, beyond the  
17 disclosure permitted under the terms and conditions of this Order. Any such  
18 disclosure shall be construed as a violation of this Order, except when used for  
19 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this  
20 Protective Order.

21 12. Testimony Regarding The Confidential Information. In the case of  
22 depositions, any party may designate all or any portion of the deposition  
23 testimony given regarding the Confidential Information in this litigation as  
24 Confidential Information orally during the deposition. Any questions intended to  
25 elicit testimony regarding the contents of the Confidential Information shall be  
26 conducted only in the presence of persons authorized to review the Confidential  
27 Information as provided in this Order. Any deposition transcript containing such  
28 questions and testimony shall be subject to the same protections and precautions

1 applicable to the Confidential Information. During any depositions, witnesses,  
2 along with their attorneys, may review Confidential Information only where  
3 disclosure is reasonably necessary provided: (1) the deposing party requests that  
4 the witness sign the written statement set forth in Paragraph No. 18 below; and  
5 (2) they will not be permitted to keep any confidential information reviewed.  
6 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
7 Confidential Information may be separately bound by the court reporter and may  
8 not be disclosed to anyone except as permitted under this Stipulated Protective  
9 Order.

10 13. Scope At Trial. This Protective Order does not govern the use of  
11 Confidential Information at trial and use of Confidential Information at trial shall  
12 be governed by orders of the trial judge.

13 14. Inadvertent Disclosure. If the Disclosing Party inadvertently  
14 produces any Confidential Information without designating it as such, it may be  
15 remedied by (1) promptly notifying the other parties of the error; and (2)  
16 providing a substitute copy of the Confidential Information with a proper legend.  
17 In that event, the Receiving Parties who have obtained inadvertently produced  
18 undesignated Confidential Information will: (1) return the previously produced  
19 Confidential Information and destroy all copies thereof; and (2) if the Receiving  
20 Party has already disseminated the Confidential Information to any person, the  
21 Receiving Party will notify all such persons the information was disseminated to  
22 the Confidential Information in writing of the need to return such Confidential  
23 Information and not to further disseminate it. This provision applies to any and  
24 all Confidential Information produced to the Receiving Party.

25 15. Limitations On The Non-Litigation Use Of Confidential  
26 Information. The confidentiality of the Confidential Information received from  
27 Defendants during discovery in this action shall be maintained, and all  
28 Confidential Information exchanged will be used solely for the litigation of this

1 entitled action. Specifically, the Receiving Party may not use such documents,  
2 records, or other information (or the contents thereof) for any other purpose,  
3 including use as background material, or for inclusion in books, magazines,  
4 newspapers, or other publications. The Receiving Party is prohibited from  
5 placing any of the Confidential Information on the Internet.

6 16. Court Filings. If necessary in the judgment of attorneys for  
7 Receiving Party, said attorneys may show or reveal the contents of the  
8 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth  
9 Circuit Rule 27-13. Good Cause must be shown for any under seal filing. If a  
10 party's request to file Protected Material under seal is denied by the Court, then  
11 the Receiving Party may file the information in the public record unless otherwise  
12 instructed by the Court. Receiving Party will inform the Court and Parties of any  
13 Confidential Information it intends to present during trial so appropriate measure  
14 may be considered by the Court that may be necessary to protect the Confidential  
15 Information. Receiving Party's presentation of Confidential Information during  
16 trial will not require compliance with the written consent as set forth in Paragraph  
17 No. 18 below.

18 17. Other Persons Authorized To Review Confidential Information. The  
19 Receiving Parties' attorneys of record may review copies of the Confidential  
20 Information covered by this Order. Also, Defendants, including officers,  
21 directors, employees, authors of documents containing Confidential Information,  
22 and experts thereof may be permitted to review the Confidential Information. In  
23 addition, in the course of this litigation, it may become necessary for Confidential  
24 Information to be disclosed to the Court and its personnel, court reporters and  
25 their staff, along with any mediator or settlement officer, and their supporting  
26 personnel, mutually agreed upon by any of the parties engaged in settlement  
27 discussions. Additionally, expert witnesses and other individuals and entities that  
28 may be employed or retained by the Receiving Party to assist in the preparation

1 and/or the litigation of this action may be permitted to see originals and obtain  
2 copies of the Confidential Information covered by this Order, provided such  
3 experts and employees have first executed the written statement set forth in  
4 Paragraph No. 18 below, and comply with the provisions of that section.  
5 Moreover, professional jury or trial consultants, mock jurors and professional  
6 venders to whom disclosure is reasonably necessary for this action may be  
7 permitted to review Confidential Information covered by this Order, provided  
8 such individuals have first executed the written statement set forth in Paragraph  
9 No. 18 below, and comply with the provisions of that section. Counsel for  
10 Receiving Parties shall insure the enforcement of this protective order on their  
11 office staff, including, but not limited to, paralegals and secretaries. The Parties'  
12 attorneys may review the Confidential Information with the Parties they represent  
13 subject to the limitations set forth in Paragraph 19.

14 18. Applicability Of Order To Other Persons. Prior to the disclosure of  
15 any Confidential Information to any person described above, attorneys for the  
16 Receiving Party who seeks to use or disclose such Confidential Information shall  
17 first provide any such person with a copy of this Order, and shall cause him or her  
18 to execute the following acknowledgment:

19 "I, \_\_\_\_\_, do solemnly swear  
20 that I am fully familiar with the terms of the Stipulated  
21 Protective Order entered in this action and hereby agree to  
22 comply with and be bound by the terms and conditions of the  
23 said Order with respect to the handling, use and disclosure of  
24 each Confidential Document. I understand that I may be  
25 subject to penalties for contempt of Court if I violate this Order  
26 and hereby consent to the jurisdiction of said Court for  
27 purposes of enforcing this Order.  
28 Dated: \_\_\_\_\_ /s/ \_\_\_\_\_"

1 This written requirement applies to, but is not limited to, expert witnesses and  
2 other individuals and entities that may be employed or retained by the Receiving  
3 Party's counsel to assist in the preparation and/or the litigation of this action, and  
4 includes all individuals identified in Paragraphs 13 and 17 above. The Receiving  
5 Party shall be responsible for maintaining the signed original of each such written  
6 statement until the conclusion of these proceedings, including any appeal.

7 19. Plaintiffs' Possession of Materials. Plaintiffs may not have  
8 possession of any Confidential Information, or material derived  
9 therefrom. However, Plaintiffs' attorney or agents may communicate to Plaintiffs  
10 Confidential Information covered in this Protective Order, so long as Plaintiffs  
11 are instructed that any information communicated to them is only relayed for  
12 purposes of this litigation and shall not be disseminated by them. Further,  
13 Plaintiffs' attorneys or agents may not show, reveal, or communicate to Plaintiffs  
14 or, in any other way, share with Plaintiffs any of the Defendants' personal  
15 identification information, including, but not limited to, addresses, phone  
16 numbers, and family relations.

17 20. No waiver of objections. Nothing in this Stipulation and Order  
18 constitutes any decision by the Court concerning discovery disputes or the  
19 admission into evidence of any specific document or testimony or liability for  
20 payment of any costs of production or reproduction of documents. This Order  
21 also does not constitute a waiver by any party of any right to object to discovery  
22 or admission into evidence of any document, record, testimony or other  
23 information that is subject to this Order. Nor do Defendants waive any privileges,  
24 including, but not limited to, the investigatory files or official information  
25 privileges, *see, e.g., Weiner v. FBI*, 943 F.2d 972, 985 (9th Cir. 1991), or *Miller v.*  
26 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this stipulation.

27 21. Subpoena for Confidential Information. In the event that the  
28 Receiving Party receives a subpoena, discovery request, or other legal process

1 seeking production of Confidential Information, the Receiving Party must give  
2 prompt written notice to the Disclosing Party. The Receiving Party shall inform  
3 the person or entity seeking the information of the existence of this Stipulation  
4 and Order and shall not produce the Confidential Information absent a Court  
5 Order requiring such production.

6       22. Modification. For good cause, any party may seek a modification of  
7 this Order, first by attempting to obtain the consent of the other parties to such  
8 modification, and then, absent consent, by application to this Court.

9       23. Challenging Confidential Designation. Any Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order, pursuant to the following:

12           a) The Challenging Party shall initiate the dispute resolution  
13 process under Local Rule 37.1 et seq. Any joint stipulation and motion  
14 concerning an unresolved confidentiality dispute shall be filed by the Disclosing  
15 Party no more than forty-five (45) days after the Challenging Party has initiated  
16 the dispute resolution process.

17           b) The burden of persuasion in any such challenge proceeding  
18 shall be on the Disclosing Party. Frivolous challenges, and those made for an  
19 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
20 other parties) may expose the Challenging Party to sanctions. Unless the  
21 Disclosing Party has waived or withdrawn the confidentiality designation by  
22 failing to file a motion to retain confidentiality as described above, all parties  
23 shall continue to afford the material in question the level of protection to which it  
24 is entitled under the Disclosing Party's designation until the Court rules on the  
25 challenge.

26       24. Return of Confidential Information. No more than thirty (30)  
27 calendar days after the conclusion of this case the Receiving Party and every  
28 other person and/or entity who received originals or copies of the Confidential

1 Information shall return all originals, copies of the Confidential Information, and  
2 material derived therefrom, including, but not limited to, all log(s) of persons  
3 authorized to review the protected documents and the written statement(s)  
4 acknowledging the terms and provisions of this Order pursuant to Paragraph  
5 No. 18 of this Order, to the Disclosing Party care of:

6 Paul B. Beach, Esq.  
7 James S. Eicher Jr., Esq.  
8 Jonathan C. Magno  
9 Lawrence Beach Allen & Choi, PC  
10 100 West Broadway, Suite 1200  
11 Glendale, California 91210-1219

12 Alternatively, the Receiving Party and every other person and/or entity  
13 who received originals or copies of the Confidential Information may destroy all  
14 such material and material derived therefrom within thirty (30) calendar days  
15 after the conclusion of this case. Additionally, within thirty (30) calendar days  
16 after the conclusion of this case, counsel for the Receiving Party shall send a  
17 signed declaration stating that such material has been destroyed pursuant to this  
18 Protective Order. This case has concluded when (i) a final judgment has been  
19 entered by the Court or the case has otherwise been dismissed with prejudice; (ii)  
20 the time for any objection to or request for reconsideration of such a judgment or  
21 dismissal has expired; (iii) all available appeals have concluded or the time for  
22 such appeals has expired; (iv) any post-appeal proceedings have themselves  
23 concluded; or (v) after payment of monies due, if any, to Plaintiffs and/or their  
24 attorneys, whether via judgment, settlement or otherwise.

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25. Survivability Of This Protective Order. This Stipulation and Protective Order shall survive the termination of this action, and the Court shall retain jurisdiction to enforce it.

IT IS SO ORDERED.

Dated: November 29, 2017



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Honorable Manuel L. Real