

NOTE CHANGES MADE BY THE COURT.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CLINTON D. ALFORD, JR.

Plaintiff,

v.

L.A.P.D. CHIEF BECK, DET. STEVEN  
RAZO #26761, OFFICERS: GARCIA  
#37480, CORTEZ #35758, McCOY  
#40166, TORNEK #38159 & CITY OF  
LOS ANGELES, individually & in their  
official capacities as peace officers &;  
Does 1-10.

Defendants.

Case No.CV14-08874 FMO (AGRx)  
Hon. Fernando M. Olguin - Ctrm. 22, 5<sup>th</sup> Fl.  
Hon. Mag. Alicia G. Rosenberg - Ctrm. B, 8<sup>th</sup> Fl.

**[PROPOSED] PROTECTIVE  
ORDER RE: DISCLOSURE OF  
CONFIDENTIAL INFORMATION**

NOTE CHANGES MADE BY THE COURT.

WHEREAS, Plaintiff Clinton D. Alford, Jr., is seeking materials and information that Defendants City of Los Angeles, et al., ("City Defendants") maintain as confidential, such as personnel files of the police officers involved in this incident, Internal Affairs materials and information, video recordings and other administrative materials and information currently in the possession of the City Defendants and which the City Defendants believe need special protection from public disclosure and from use for any purpose other than prosecuting this litigation;

1 WHEREAS, Plaintiff is also seeking official information contained in the personnel  
2 files of police officers, including but not limited to Officer Garcia, Officer Cortez, Officer  
3 Tornek, Officer McCoy and Detective Razo, which the City Defendants maintain as strictly  
4 confidential and which the City Defendants believe need special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation;

6 WHEREAS, the City Defendants assert that the confidentiality of the materials and  
7 information sought by Plaintiff is recognized by California and federal law, as evidenced  
8 *inter alia* by California Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for*  
9 *N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976);

10 WHEREAS, the City Defendants have not publicly released the materials and  
11 information referenced above except under protective order or pursuant to court order, if at  
12 all;

13  
14 ~~WHEREAS, the City Defendants assert that the confidentiality of the materials and information sought by Plaintiff is recognized by California and federal law, as evidenced inter alia by California Penal Code section 832.7 and Kerr v. United States Dist. Ct. for N.D. Cal., 511 F.2d 192, 198 (9th Cir. 1975), aff'd, 426 U.S. 394 (1976);~~  
15 ~~initiate disciplinary action against Los Angeles Police Department ("LAPD") officers and~~  
16 ~~as been used as evidence in disciplinary proceedings, where the officers' conduct was~~  
17 ~~considered to be contrary to LAPD policy;~~

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18 WHEREAS, absent a protective order delineating the responsibilities of nondisclosure  
19 on the part of the parties hereto, there is a specific risk of unnecessary and undue disclosure  
20 by one or more of the many attorneys, secretaries, law clerks, paralegals and expert  
21 witnesses involved in this case, as well as the corresponding risk of embarrassment, harassment  
22 and professional and legal harm on the part of the LAPD officers referenced in the materials  
23 and information;

24 WHEREAS, the unfettered disclosure of the materials and information, absent a  
25 protective order, would allow the media to share this information with potential jurors in the  
26  
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The Court, having found good cause, orders as follows:

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A&R

3 1. <sup>Plaintiff or</sup> Defendants (hereinafter "Disclosing Party(ies)") may designate as confidential  
4 any personnel files, videos, Internal Affairs materials or any other materials or writing that  
5 they, in good faith, believe is protected from disclosure within the meaning of FRCivP  
6 26(g), in that they believe the material contains confidential or private information. Such  
7 materials may be classified as subject to this protective order by marking the material, each  
8 document or writing with a watermark that includes words such as "Confidential,"  
9 "Confidential Documents," "Confidential Material," "Subject to Protective Order," or words  
10 of a similar effect, and that includes the case name and case number. Materials and writings  
11 so designated, and all privileged information derived therefrom [hereinafter collectively  
12 referred to as "Confidential Material"], shall be treated in accordance with the terms of this  
13 <sup>Order.</sup> ~~Stipulation.~~ In making this designation, the Disclosing Parties are also representing that no  
14 portion of the materials is segregable and, therefore, subject to production without  
15 restriction as "Confidential."

A&R

16 2. Confidential Material may be used by the persons receiving such information  
17 [hereinafter "Receiving Party(ies)"] only for the purpose of litigation of this case, and for  
18 such other purposes as permitted by law.

A&R

19 3. This <sup>Order</sup> ~~Stipulation~~ applies not only to the Confidential Material, but also to (1)  
20 any information copied or extracted from the Confidential Material; (2) all copies, excerpts,  
21 summaries or compilations of Confidential Material; and (3) any testimony, conversations,  
22 or presentations by Receiving Parties that might reveal Confidential Material.

A&R

23 4. ~~Subject to the further conditions imposed by this Stipulation,~~ <sup>3</sup> the Confidential  
24 Material may only be disclosed to the Court and to the following "qualified" persons:  
25 (a) Counsel of record for the parties to this civil litigation;  
26 (b) Defendants City of Los Angeles and Los Angeles Police Department;  
27 (c) Attorneys, paralegals, law clerks, stenographic, clerical and secretarial  
28 personnel who are employees in the offices of counsel referred to in subparagraph (a);

- 1 (d) Parties to the litigation;
- 2 (e) Expert witnesses consulted and/or retained for this action; and
- 3 (f) The judge and court personnel, including stenographic reporters.

4 5. Prior to the disclosure of any Confidential Material to any person described in  
 5 paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to use or disclose such  
 6 Confidential Material shall first provide a copy of this Stipulation and have the individual  
 7 to whom the Receiving Party intends to disclose said Confidential Material sign the  
 8 Nondisclosure Agreement set forth in Attachment "A", stating that the person has received  
 9 and read a copy of the Stipulation and understands that s/he is bound by the terms of the  
 10 Stipulation.

11 6. Unless made on the record in this litigation, counsel making the disclosure to  
 12 any qualified person described herein shall retain the original executed copy of the  
 13 Nondisclosure Agreements until thirty (30) days after this litigation has become final,  
 14 including any appellate review, and monitoring of an injunction. Counsel for the Receiving  
 15 Party shall maintain all signed Nondisclosure Agreements and shall produce the original  
 16 signature page upon reasonable written notice from opposing counsel. If an issue arises  
 17 regarding a purported unauthorized disclosure of Confidential Material, upon noticed  
 18 motion of contempt filed by the Disclosing Parties, counsel for the Receiving Party may be  
 19 required to file the signed Nondisclosure Agreements, as well as a list of the disclosed  
 20 materials, in camera with the Court having jurisdiction of the Stipulation.

21 7. The court reporter, videographer, and audiographer, if any, who record all or  
 22 part of the depositions in this matter ~~of Defendants City of Los Angeles and Los Angeles~~  
 23 ~~Police Department, or any other current or former employee of the Los Angeles Police~~  
 24 ~~Department,~~ shall be subject to this Order. In preparing the original deposition videotape,  
 25 audiotape, or portions thereof, any copies thereof, or portions of copies thereof, all materials  
 26 ~~designated as "Confidential Material," and all testimony involving information derived from~~  
 27 ~~such "Confidential" materials,~~ shall be segregated from the rest of the deposition. No copies  
 28 of such segregated "Confidential Material" portions of the materials described above shall

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1 be provided to any persons other than those persons identified in paragraph 4. Nothing in  
2 this agreement is intended to limit the rights of third parties to obtain such Confidential  
3 Material through discovery and subpoena power in other proceedings, subject to a motion  
4 for a protective order filed in those proceedings by the party seeking to prevent disclosure  
5 of the Confidential Material.

6 8. If any "Confidential Material" or testimony derived from such materials occurs  
7 at a deposition, those attending such portions of the depositions shall be bound by this Order  
8 and, therefore, shall not disclose to any person or entity, in any manner, including orally, any  
9 statements made by Defendants City of Los Angeles and Los Angeles Police Department,  
10 or any other current or former employee of the Los Angeles Police Department during the  
11 "Confidential" sections of said depositions.

12 9. An inadvertent failure to designate qualified materials or items does not,  
13 standing alone, waive the Disclosing Party's right to secure protection under this Order for  
14 such material. <sup>If, after notification</sup> Upon being notified of the correction of a designation, the Receiving Party  
15 <sup>does not agree to treat</sup> must make reasonable efforts to assure that the material <sup>as confidential, the</sup> is treated in accordance with this  
16 <sup>Disclosing Party may seek relief from the court.</sup> provisions of this Order.

17 10. Upon final termination of this litigation, including any appeal pertaining  
18 thereto, all materials still classified as Confidential Material at that time, and all copies  
19 thereof, including copies provided to any qualified person in paragraph 3 herein above, shall  
20 be returned to the Disclosing Party within thirty (30) days. <sup>Counsel of record may</sup>

21 11. If any Receiving Party who receives Confidential Material is served with a  
22 subpoena or other request seeking Confidential Material, s/he or it shall <sup>promptly</sup> immediately give  
23 written notice to counsel for the Disclosing Parties, identifying the Confidential Material  
24 sought and the time in which production or other disclosure is required. Such notice shall  
25 be given sufficiently in advance of the date for production or other disclosure so that the  
26 Disclosing Parties have the opportunity to obtain an order barring production or other  
27 disclosure, or to otherwise respond to the subpoena or other request for production or  
28 disclosure of Confidential Material. The Receiving Party also shall immediately give notice

and may elect to destroy work product.

1 to the party who caused the subpoena or other request to issue that the material is subject  
2 to this Order and include a copy of this Order. ~~In no event should production or disclosure~~  
3 ~~be made without prior written approval by the Disclosing Party's Counsel unless required~~  
4 ~~by court order arising from a motion to compel production or disclosure of Confidential~~  
5 ~~Material.~~

6 12. ~~Any pleadings, motions, briefs, declarations, stipulations, exhibits or other~~  
7 ~~written submissions to the Court in this litigation which contain or incorporate Confidential~~  
8 ~~Material shall be filed and maintained in accordance with Local Rule 79-5, which governs~~  
9 ~~the filing of materials under seal.~~ Any other pleadings, motions, briefs, declarations,  
10 stipulations, exhibits or other written submissions that refer but do not contain or  
11 incorporate Confidential Material, shall designate the particular aspects that are confidential  
12 so as to enable the Court, in drafting presumptively public orders relating to these filings  
13 under seal, to determine whether there is evidence which the Court should attempt not to  
14 disclose. If any papers to be filed with the Court contain <sup>Confidential Material,</sup> ~~protected information,~~ the proposed  
15 filing shall be accompanied by an application to file the papers or the portion thereof  
16 containing the protected information, under seal <sup>pursuant to local Rule 79-5</sup> and that the application shall be directed  
17 to the judge to whom the papers are directed. Pending the ruling on the application, the  
18 papers or portions thereof subject to the sealing application shall be lodged under seal.

19 13. ~~Counsel for the parties agree to request that any motions, applications or other~~  
20 ~~pre-trial proceedings which would entail the disclosure of Confidential Material be heard~~  
21 ~~by the Court in a manner that would preserve the confidential nature of the information,~~  
22 ~~unless having heard opposition from counsel to such a process, the court orders otherwise.~~

23 14. Nothing herein shall prejudice any party's rights to object to the introduction  
24 of any Confidential Material into evidence.

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

27 16. Any party bound by this Stipulation who contests the confidential nature of  
28 materials produced pursuant to this Stipulation may move the Court for an order to have the

confidential designation.

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1 materials removed from the protective order and to have the materials declared not  
2 confidential, or otherwise move to modify the Stipulation as to some or all of the materials.  
3 The Disclosing Party has the burden of showing sufficient cause for the  
4 17. Any procedures specified above in this Protective Order are in addition to, and  
5 not in lieu of, compliance with the local rules regarding discovery motions.

6 ATTACHMENT "A"  
7 NONDISCLOSURE AGREEMENT

8  
9 I, \_\_\_\_\_ do solemnly swear that I am fully familiar with the  
10 terms of the Protective Order entered in *Clinton D. Alford, Jr., v. LAPD Chief Beck et al.*,  
11 United States District Court for the Central District of California, Central Division, Case No.  
12 No.CV14-08874 FMO (AGRx), and hereby agree to comply with and be bound by the terms  
13 and conditions of said Order. I hereby consent to the jurisdiction of the United States  
14 District Court for the Central District of California for purposes of enforcing this Order.

15  
16 Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

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20 **IT IS SO ORDERED.**

21 Dated: March 26, 2015 By: Alicia G. Rosenberg

22 HONORABLE ALICIA G. ROSENBERG  
23 UNITED STATES MAGISTRATE JUDGE  
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