

**MANDATORY
CHAMBERS COPY**

1 PAUL B. BEACH, State Bar No. 166265
 2 pbeach@lbaclaw.com
 3 DENNIS M. GONZALES, Bar No. 59414
 4 dgonzales@lbaclaw.com
 5 RAYMOND W. SAKAI, State Bar No. 193507
 6 rsakai@lbaclaw.com
 7 CARMEN M. AGUADO, State Bar No. 291941
 8 caguado@lbaclaw.com
 9 LAWRENCE BEACH ALLEN & CHOI, PC
 10 100 West Broadway, Suite 1200
 11 Glendale, California 91210-1219
 12 Telephone No. (818) 545-1925
 13 Facsimile No. (818) 545-1937

NOTE CHANGES MADE BY THE COURT

14 Attorneys for Defendant County of Los Angeles
 15 And Deputy Brad Witkosky

NOTE CHANGES MADE BY THE COURT

16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**

18 NORVELL FOBI, an individual

19 Plaintiff,

20 vs.

21 COUNTY OF LOS ANGELES;
 22 DEPUTY BRAD WITKOSKY, an
 23 individual, and DOES 1-10, inclusive,

24 Defendants.

Case No. 2:16 CV 9263 GW (AGRx)

Magistrate Judge Alicia G. Rosenberg

**[PROPOSED] ORDER RE
 STIPULATION FOR PROTECTIVE
 ORDER RE CONFIDENTIAL
 MATERIALS**

*[Stipulation for Protective Order re
 Confidential Materials filed
 concurrently herewith]*

25 Having reviewed and considered the Parties' Stipulation for Protective
 26 Order Re: Confidential Materials, good cause showing therein, IT IS SO

27 ORDERED:

28 1. Plaintiff. Plaintiff is Norvell Fobi (hereinafter "Plaintiff").

2. Defendants. Defendants are County of Los Angeles and Deputy
 Brad Witkosky (hereinafter "Defendants") (Plaintiff and Defendants are
 collectively referred to hereinafter as "the Parties").

3. Disclosing Party. Disclosing Party shall refer to Defendant County
 of Los Angeles.

1 4. Receiving Party. The Receiving Party is Plaintiff and his agents as
2 set forth in Paragraph Nos. 17 and 18 of this Protective Order.

3 5. Case Summary. This case arises from Plaintiff's allegation that his
4 rights were violated by Defendants arising from a deputy-involved-shooting on
5 March 5, 2016.

6 6. Good Cause Statement and Confidential Materials. Defendants
7 anticipate that during discovery in this action they will exchange documents,
8 items, or materials and other information that contain sensitive and confidential
9 information that derives actual or potential value from not being generally known
10 to the public and are the subject of reasonable efforts to maintain their
11 confidentiality. Defendants believe, in good faith, that these documents and/or
12 writings are protected by the Official Information Privilege, the right to privacy
13 guaranteed in the Federal Constitution, the First Amendment and California
14 Constitution, Article I, Section I, and various California Government, Penal, and
15 Evidence Code sections, and thus protected from disclosure. This will be
16 accomplished by affixing to such document or writing a legend, such as
17 "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO PROTECTIVE
18 ORDER" or words of similar effect. Documents and writings so designated,
19 hereinafter, collectively "Confidential Information", shall be treated in
20 accordance with the terms of this stipulation/protective order. Documents,
21 writings and things to be designated as such, include the following:

22 a) Any material relating to or regarding the personnel files and/or
23 records of any employee or former employee of the Los Angeles County Sheriff's
24 Department ("LASD");

25 b) Any material relating to any personnel investigations
26 conducted by the LASD or other law enforcement agency regarding any member
27 or former member of the LASD;

28 ///

1 c) Any material relating to incidents involving Plaintiff
2 containing sensitive and private information regarding third parties;

3 d) Any material relating to or regarding the documents within the
4 LASD, Detective Division, Homicide Bureau's File No.: 016-01989-0378-055;
5 and

6 e) Any material relating to or regarding investigations by the
7 LASD, Internal Affairs Bureau, relating to or regarding incidents involving
8 Plaintiff.

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

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

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

1 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
2 shall be subject to this Protective Order as follows:

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

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

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

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

1 14. Inadvertent Disclosure. If the Disclosing Party inadvertently
2 produces any Confidential Information without designating it as such, it may be
3 remedied by (1) promptly notifying the other parties of the error; and (2)
4 providing a substitute copy of the Confidential Information with a proper legend.
5 In that event, the Receiving Party who has obtained inadvertently produced
6 undesignated Confidential Information will: (1) return the previously produced
7 Confidential Information and destroy all copies thereof; and (2) if the Receiving
8 Party has already disseminated the Confidential Information to any person, the
9 Receiving Party will notify all such persons the information was disseminated to
10 the Confidential Information in writing of the need to return such Confidential
11 Information and not to further disseminate it. This provision applies to any and
12 all Confidential Information produced to the Receiving Party.

13 15. Limitations On The Non-Litigation Use Of Confidential
14 Information. The confidentiality of the Confidential Information received from
15 Defendants during discovery in this action shall be maintained, and all
16 Confidential Information exchanged will be used solely for the litigation of this
17 action entitled. Specifically, the Receiving Party may not use such documents,
18 records, or other information (or the contents thereof) for any other purpose,
19 including use as background material, or for inclusion in books, magazines,
20 newspapers, or other publications. The Receiving Party is prohibited from
21 placing any of the Confidential Information on the Internet.

22 16. Court Filings. If necessary in the judgment of attorneys for
23 Receiving Party, said attorneys may show or reveal the contents of the
24 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth
25 Circuit Rule 27-13. Receiving Party will inform the Court and Parties of any
26 Confidential Information it intends to present during trial so appropriate measure
27 ~~may be considered by the Court that may be necessary to protect the Confidential~~
28 ~~Information.~~ Receiving Party's presentation of Confidential Information during

AGR

Confidential Information used at trial shall become public absent separate court order on motion and compelling reasons shown.

1 trial will not require compliance with the written consent as set forth in Paragraph
2 No. 18 below.

3 17. Other Persons Authorized To Review Confidential Information. The
4 Receiving Party's attorneys of record may be permitted to see originals and
5 obtain copies of the Confidential Information covered by this Order. Also,
6 Defendants, including officers, directors, employees, and experts thereof may be
7 permitted to review the Confidential Information. Additionally, paralegals,
8 secretaries, expert witnesses, and other individuals and entities that may be
9 employed or retained by the Receiving Party to assist in the preparation and/or the
10 litigation of this action may be permitted to see originals and obtain copies of the
11 Confidential Information covered by this Order, provided such experts and
12 employees have first executed the written statement set forth in Paragraph No. 18
13 below, and comply with the provisions of that section. The Parties' attorneys
14 may review the Confidential Information with the Parties they represent.

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

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

1 Dated: _____ /s/ _____”

2 This written requirement applies to, but is not limited to, expert witnesses and
3 other individuals and entities that may be employed or retained by the Receiving
4 Party’s counsel to assist in the preparation and/or the litigation of this action. The
5 Receiving Party shall be responsible for maintaining the signed original of each
6 such written statement until the conclusion of these proceedings, including any
7 appeal. Counsel for Receiving Party shall insure that their office staff, including,
8 but not limited to, paralegals and secretaries, shall be made aware of their
9 obligations under this protective order.

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

20 20. Subpoena for Confidential Information. In the event that the
21 Receiving Party receives a subpoena, discovery request, or other legal process
22 seeking production of Confidential Information, the Receiving Party must give
23 prompt written notice to the Disclosing Party. The Receiving Party shall inform
24 the person or entity seeking the information of the existence of this Stipulation
25 and Order and shall not produce the Confidential Information absent a Court
26 Order requiring such production.

27 ///

28 ///

1 21. Modification. For good cause, any party may seek a modification of
2 this Order, first by attempting to obtain the consent of the other parties to such
3 modification, and then, absent consent, by application to this Court.

4 22. Return of Confidential Information. No more than thirty (30)
5 calendar days after the conclusion of this case the Receiving Party and every
6 other person and/or entity ^{other than the Court} who received originals or copies of the Confidential
7 Information shall return all originals, copies of the Confidential Information, and
8 material derived therefrom, including, but not limited to, all log(s) of persons
9 authorized to review the protected documents and the written statement(s)
10 acknowledging the terms and provisions of this Order pursuant to Paragraph
11 No. 18 of this Order, to the Disclosing Party care of:

12 Paul B. Beach, Esq.
13 Lawrence Beach Allen & Choi, PC
14 100 West Broadway, Suite 1200
15 Glendale, California 91210-1219

16 Alternatively, the Receiving Party and every other person and/or entity ^{other than the Court} who
17 received originals or copies of the Confidential Information may destroy all such
18 material and material derived therefrom within thirty (30) calendar days after the
19 conclusion of this case. Additionally, within thirty (30) calendar days after the
20 conclusion of this case, counsel for the Receiving Party shall send a signed
21 declaration stating that such material has been destroyed pursuant to this
22 Protective Order.

23 This case has concluded when (i) a final judgment has been entered by the
24 Court or the case has otherwise been dismissed with prejudice; (ii) the time for
25 any objection to or request for reconsideration of such a judgment or dismissal
26 has expired; (iii) all available appeals have concluded or the time for such appeals
27 has expired; (iv) any post appeal proceedings have themselves concluded; and (v)
28 after payment of monies due, if any, to Plaintiff and/or his attorneys, whether via
judgment, settlement or otherwise. The Parties understand that they have no

1 control over documents in possession of the District Court and Courts of Appeal.
2 The Receiving Party has no obligation to obtain any such Confidential
3 Information that was filed with the court, or part of the trial of this matter, other
4 than filing documents in compliance with Paragraph No. 16 or Confidential
5 Information returned by the Courts(s).

6 23. Survivability Of This Protective Order. This Stipulation and
7 Protective Order shall survive the termination of this action, and the Court shall
8 ~~retain jurisdiction to enforce it.~~

9 IT IS SO ORDERED.

10
11 Dated: May 16, 2017

Alicia G. Rosenberg
Magistrate Judge Alicia G. Rosenberg
United States Magistrate Judge