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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DESHAWN M. WRIGHT,  
Plaintiff,

Case No. 5:22-cv-00132-GW-JC

v.

STIPULATED PROTECTIVE ORDER

CITY OF SAN BERNARDINO, et al.,  
Defendants.

[CHANGES MADE BY COURT]

PER THE STIPULATION OF THE PARTIES AND GOOD CAUSE APPEARING, IT IS  
HEREBY ORDERED that the terms and conditions of the Stipulated Protective Order as modified  
by the Court herein, shall govern the handling of Discovery Materials containing Confidential

1 Information in matter of *Wright v. City of San Bernardino et al.* USCD Case No. CV22-00132  
2 *GW-JC* (“the Litigation”):

3 1. Applicability of Order: This Order does not and will not govern any pretrial  
4 hearings or trial proceedings in this Litigation, but will otherwise be applicable to and govern the  
5 handling of documents, depositions, deposition exhibits, interrogatory responses, responses to  
6 requests for admissions, responses to requests for production of documents, and all other  
7 discovery obtained pursuant to the Federal Rules of Civil Procedure by Plaintiff in connection  
8 with the Litigation (this information hereinafter referred to as “Discovery Material”).

9 2. Designation of Material: Defendants may designate Discovery Material that is in  
10 their possession, custody or control to be produced to Plaintiff as "Confidential Information"  
11 under the terms of this Order if Defendants in good faith reasonably believe that such Discovery  
12 Material contains non-public, confidential material as defined in section 4 below.

13 3. Exercise of Restraint and Care in Designating Material for Protection: When  
14 designating Discovery Material for protection as Confidential Information under this Order,  
15 Defendants must take care to limit any such designation to specific material that qualifies under  
16 the appropriate standards. Mass, indiscriminate, or routinized designations are prohibited.

17 4. Confidential Information: For purposes of this Order, Confidential Information is  
18 any information and/or documents that Defendants believe in good faith to be Peace Officer  
19 Personnel File Information and/or Documents including: (1) Personal data, including marital  
20 status, family members, educational and employment history, home addresses, or similar  
21 information; (2) Medical history; (3) Election of employee benefits; (4) Employee advancement,  
22 appraisal, or discipline; (5) training materials and (6) Complaints, or investigations of complaints,  
23 concerning an event or transaction in which a peace officer participated, or which a peace officer  
24 perceived, and pertaining to the manner in which the peace officer performed his or her duties  
25 including compelled statements. Confidential Information is also any San Bernardino Police  
26 Department Policies and Procedures not available to the public and the public disclosure of which  
27 could comprise officer safety, raise security issues, and/or impede investigations.

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1           5.       Designating Confidential Information: The designation of Discovery Material as  
2 Confidential Information for purposes of this Order shall be made in the following manner:

3           a.       Documents: In the case of documents or other materials (apart from depositions or  
4 other pre-trial testimony), designation shall be made by stamping "Confidential" to each  
5 page containing any Confidential Information. Any such stamp shall not overwrite or  
6 otherwise obscure the text or images of any page.

7           b.       Depositions: In the case of depositions, designation of the portion of the transcript  
8 (including exhibits) which contains Confidential Information shall be made (i) by a  
9 statement to such effect on the record during the deposition; or (ii) by written notice served  
10 on counsel of record in this Litigation within thirty (30) business days after the receipt of  
11 the draft transcript of such deposition. However, before such thirty (30) day period  
12 expires, all testimony, exhibits and transcripts of depositions shall be treated as  
13 Confidential Information. Thereafter, only those portions properly designated shall be  
14 deemed Confidential Information.

15           c.       Non-Written Materials: Any non-written Confidential Information (e.g., videotape,  
16 audio tape, computer disk, etc.) may be designated as such by labeling the outside of such  
17 non-written material designated as "Confidential". In the event Plaintiff generates any  
18 "hard copy" transcription or printout from any such designated non-written materials, the  
19 person who generates such "hard copy" transcription shall take reasonable steps to  
20 maintain the confidentiality of such materials.

21           6.       Inadvertent Disclosure: The inadvertent failure to designate Discovery Information  
22 as "Confidential" does not constitute a waiver of such claim and may be remedied by prompt  
23 supplemental written notice upon discovery of the inadvertent disclosure, with the effect that such  
24 Discovery Material will be subject to the protections of this Order. Plaintiff shall exercise good  
25 faith efforts to ensure that copies they make of Confidential Information produced to him, and  
26 copies made by others who obtained such Confidential Information directly or indirectly from the  
27 Plaintiff include the appropriate confidentiality legend, to the same extent that the Confidential  
28 Information has been marked with the appropriate confidentiality legend by the Defendants.

1           7.       No Waiver of Privilege: Inadvertent disclosure of Confidential Information or  
2 otherwise privileged information shall not constitute a waiver of, or estoppel as to any claim of  
3 privilege. This Order is intended to provide the full protection afforded by Federal Rule of  
4 Evidence 502(d).

5           8.       Claw-Back: Pursuant to Federal Rule of Civil Procedure 26(b)(5), upon learning it  
6 may have produced Confidential or otherwise privileged Information, Defendants shall, within ten  
7 (10) days of such discovery, request the return of such Information in writing by identifying the  
8 Confidential or otherwise privileged Information and stating the basis on which the Information  
9 should be withheld from production. After being notified, Plaintiff must promptly return,  
10 sequester, or destroy the Confidential or otherwise privileged Information and any copies, must  
11 not use or disclose the Information until the claim is resolved and must take reasonable steps to  
12 retrieve the Confidential or otherwise privileged Information if he disclosed the Information  
13 before being notified. If Plaintiff disputes Defendants' claim of confidentiality or privilege, they  
14 shall notify the Defendant claiming confidentiality of the dispute and the basis therefore in writing  
15 within thirty (30) days of receipt of the request for the return of the Confidential or otherwise  
16 privileged Information. The Plaintiff and the Defendant claiming confidentiality shall meet and  
17 confer in good faith regarding the disputed claim within thirty (30) days. In the event that the  
18 Plaintiff and the Defendant claiming confidentiality do not resolve their dispute, either party may  
19 bring a motion for a determination of whether a privilege applies in compliance with Local Rule  
20 37 and the District Judge's Scheduling Order(s). If such a motion is made, the Defendant claiming  
21 confidentiality shall – consistent with Local Rule 79-5 – request that the Court review a copy of  
22 the material in issue under seal or in camera as may be appropriate, in connection with the motion.  
23 The submission to the Court shall not constitute a waiver of any privilege or protection.  
24 Defendants must preserve the Information claimed to be privileged or otherwise protected until the  
25 claim is resolved.

26           9.       Notes of Confidential Information: Any notes, lists, memoranda, indices,  
27 compilations prepared or based on an examination of Confidential Information that quote from or  
28 paraphrase, Confidential Information with such specificity that the Confidential Information can

1 be identified, or by reasonable logical extension can be identified, shall be accorded the same  
2 status of confidentiality as the underlying Confidential Information from which they are made and  
3 shall be subject to all of the terms of this Order.

4 10. Persons Authorized To Receive Confidential Information: Discovery Material  
5 designated "Confidential" may be disclosed, summarized, described, characterized or otherwise  
6 communicated or made available in whole or in part only to the following persons:

7 a. The Court, persons employed by the Court who are necessary for the  
8 handling of the Litigation or any appeal therefrom, and court reporters transcribing  
9 depositions;

10 b. Parties and Counsel of record in this Litigation, as well as paralegals, technical,  
11 administrative and clerical employees working under the direct supervision of such  
12 counsel;

13 c. Experts or consultants assisting any counsel of record in this Litigation, provided  
14 such experts and consultants agree to be bound by the terms and conditions set forth in the  
15 "Agreement Concerning Information Covered by Protective Order" attached hereto as  
16 Exhibit "A" prior to the time such information is disclosed; and

17 d. Any other person, only upon order of the Court or upon stipulation of the Parties,  
18 and who agrees to be bound by the terms and conditions set forth in the "Agreement  
19 Concerning Information Covered by Protective Order" attached hereto as Exhibit "A" prior  
20 to the time such Information is disclosed. However, under no circumstances shall  
21 home addresses or telephone numbers of individual Defendants be provided to Plaintiff.

22 11. Use of Confidential Discovery Material: Discovery Material containing  
23 Confidential Information shall be used solely for purposes of the Litigation, including any appeal  
24 and re-trial. Any person or entity in possession of Discovery Material designated Confidential –  
25 other than the Court/court personnel – shall maintain those materials in accordance with Paragraph  
26 (storage) below.

27 12. Storage Of Confidential Information: Except as otherwise ordered, the recipient of  
28 any Confidential Information that is provided under this Protective Order shall maintain such

1 information in a reasonably secure and safe manner that ensures that access is limited to the  
2 persons authorized under this Order. This Protective Order does not bind and imposes no  
3 obligations on the Court/court personnel.

4 13. Filing of Confidential Information: Without written permission from Defendants  
5 or a Court order, Plaintiff may not file in the public record in this action any Confidential  
6 Information. Filing this information in the public record must occur with an application to file  
7 under seal in compliance with Local Rule 79-5 when seeking to file Confidential Information  
8 under seal. Confidential Information may only be filed under seal pursuant to a court order  
9 authorizing the sealing of the specific Confidential Information at issue.

10 As for any other information disclosed during discovery and marked "Confidential" that  
11 either party wishes to file in the public record in this action in support of or in opposition to any  
12 motion, the parties shall specifically identify any such documents and seek a stipulation  
13 concerning any sealing requirement therefore during the parties Local Rule 7-3/Local Rule 37-1  
14 conferences of counsel. If no agreement can be reached to file such items in the public record, the  
15 party advancing the "confidential" designation bears the burden of moving to have those  
16 documents sealed by the court in accordance with Local Rule 79-5.

17 14. No Prejudice: Agreeing to be bound by this Protective Order, agreeing to and/or  
18 producing or receiving Confidential Information or otherwise complying with the terms of this  
19 Order shall not:

20 a. Prejudice in any way the rights of Defendants to object to the production of  
21 documents it considers not subject to discovery, or operate as an admission by Defendants  
22 that the restrictions and procedures set forth herein constitute adequate protection for any  
23 particular information deemed by Defendants to be Confidential Information;

24 b. Prejudice in any way the rights of Defendants to object to the authenticity or  
25 admissibility into evidence of any document, testimony or other evidence subject to this  
26 Order; or

27 c. Prejudice in any way the rights of Defendants to seek a determination by the Court  
28 whether any Confidential Information should be subject to the terms of this Order.

1           15.     Challenging Designation of Information: Plaintiff may challenge the propriety of a  
2 Confidential Information designation by providing to the Defendant claiming confidentiality a  
3 writing which briefly: (i) identifies with reasonable particularity the documents and/or information  
4 which are the subject of the challenge; and (ii) describes the basic legal or factual grounds for the  
5 challenge. Once a challenge is made, the Defendant claiming confidentiality will bear the burden  
6 of initiating and conducting a sufficient meet and confer (per Local Rule 37-1); and, if necessary,  
7 Defendant claiming confidentiality will bear the burdens of proof and persuasion in moving for a  
8 Protective Order (per Local Rule 37-2) to uphold the challenged Confidential Information  
9 designation(s). Any such motion is subject to the District Judge's Scheduling Order(s). Until the  
10 Court rules on a timely filed Motion for Protective Order, all parties shall continue to afford the  
11 material in question the level of protection to which it is entitled under the claiming Defendants'  
12 designation.

13           16.     Additional Parties or Attorneys: In the event additional parties join or intervene in  
14 this action, the newly joined party(ies) shall not have access to Confidential Information until its  
15 counsel has executed an agreement to be fully bound by this Order or until the Court orders that  
16 such newly jointed party(ies)/its counsel may have such access. If any additional attorneys make  
17 appearances in this Litigation, those attorneys shall not have access to Confidential Information  
18 until they execute the "Agreement Concerning Information Covered by Protective Order" attached  
19 hereto as Exhibit "A" or until the Court orders that such additional attorneys may have such  
20 access.

21           17.     Protective Order Remains In Force: This Protective Order shall remain in force  
22 and effect until modified, superseded, or terminated by written consent of the Parties or by order  
23 of the Court. Unless otherwise ordered, or agreed upon by the parties, this Protective Order shall  
24 survive the termination of this action. The Court retains jurisdiction even after termination of this  
25 action to enforce this Protective Order and to make such amendments, modifications, deletions  
26 and additions to this Protective Order as the Court may from time to time deem appropriate.

27           18.     Conclusion of Litigation: Except as otherwise ordered, within ninety (90) days  
28 after receiving notice of the entry of an order, judgment or decree finally disposing of this

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Litigation, all persons having received Confidential Information shall either return such material and all copies thereof to the counsel of the Defendant who designated the information as Confidential or destroy all such Confidential Information including the Confidential Information Plaintiff provided to other persons. In either case, counsel for Plaintiff must certify that fact to the counsel of the Defendant who designated the information as Confidential. Again, this Protective Order does not bind and imposes no obligation upon the Court/court personnel.

19. Redaction Allowed: Defendants may redact Confidential Information from documents and things produced to the extent that such information consists of personal identifying information of third parties per Federal Rule of Civil Procedure 5.2 and Central District Local Rule 5.2-1 and/or personal identifying information of peace officers or their family members, such as ID numbers, phone numbers, addresses, or medical history which is unrelated to any claim or defense raised in the instant action. Defendants shall mark each thing where matter has been redacted with a legend stating "REDACTED," as appropriate, or a comparable notice.

20. Violations of Protective Order: In the event that any person or party violates the terms of this Protective Order, the aggrieved party may apply to the Court to seek relief. In the event that an aggrieved party seeks injunctive relief, it must petition the District Judge for such relief, which may be granted at the sole discretion of the District Judge.

IT IS SO ORDERED.

Dated: January 18, 2023

/s/  
\_\_\_\_\_  
Magistrate Judge Jacqueline Chooljian  
UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT "A" TO STIPULATED PROTECTIVE ORDER**

2 UNITED STATES DISTRICT COURT  
3 CENTRAL DISTRICT OF CALIFORNIA

4 DESHAWN M. WRIGHT,  
5 Plaintiff,

6 v.

7 CITY OF SAN BERNARDINO, IMRAN  
8 AHMED, an individual; K. BROWN, an  
9 individual and DOES 1 through 10,  
10 inclusive,

11 Defendants.

Case No: 5:22-cv-00132-GW-JC

**AGREEMENT CONCERNING  
INFORMATION COVERED BY  
STIPULATED PROTECTIVE  
ORDER**

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14 1. I, \_\_\_\_\_, hereby acknowledge that  
15 I have received a copy of the Stipulated Protective Order entered in this Litigation  
16 [Case No: CV22-00132 GW-JC] by the United States District Court for the Central  
17 District of California (hereinafter, "the Protective Order").

18 2. I have either read the Protective Order or have had the terms of the  
19 Protective Order explained to me by my attorney.

20 3. I understand the terms of the Protective Order and agree to comply with  
21 and to be bound by such terms.

22 4. If I receive documents or information designated as Confidential  
23 Information (as that term is defined in the Protective Order), I understand that such  
24 Information is provided to me pursuant to the terms and restrictions of the Protective  
25 Order.

26 5. I agree to hold in confidence and not further disclose or use for any  
27 purpose (other than is permitted by the Protective Order) any Confidential  
28 Information disclosed to me pursuant to the terms of the Protective Order.

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6. I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for resolution of any matters pertaining to the Protective Order.

My address is: \_\_\_\_\_

My present employer is: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_