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 CITY OF ANAHEIM
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9 UNITED STATES DISTRICT COURT
 10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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 200 S. ANAHEIM BOULEVARD, SUITE 356
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11	JERRY ALEXANDER,)	CASE NO. CV08-08596 DOC(ANx)
12	individually, and SHERYL)	
13	BELL, individually,)	PROTECTIVE ORDER PURSUANT
14)	TO STIPULATION (See modifi-
15	Plaintiffs,)	cations)
16	vs.)	SCHEDULING CONFERENCE
17	CITY OF ANAHEIM, and DOES 1)	DATE: August 31, 2009
18	through 10, Inclusive)	TIME: 8:30 a.m.
19	Defendants.)	CTRM: 9D

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1 The parties, Plaintiffs JERRY ALEXANDER and SHERYL BELL
2 ("Plaintiffs"), and Defendant CITY OF ANAHEIM ("City") through
3 their respective attorneys of record, agree that the following
4 protective order be issued in this matter pursuant to Rule
5 26(c)(7) of the *Federal Rules of Civil Procedure*.

6 1. This Protective Order applies to and governs the use of
7 law enforcement investigative reports and records concerning the
8 shooting of Julian Carter Alexander which are being produced to
9 Plaintiffs by the City. This Order shall also apply to and
10 govern any other investigative or law enforcement reports or
11 records subsequently produced to Plaintiffs by the City
12 concerning the shooting of Julian Alexander or its aftermath
13 (hereinafter referred to as "Confidential Information"),
14 including but not limited to, reports or memoranda prepared by
15 the Anaheim Police Department or the Orange County District
16 Attorney's Office.

17 The term Confidential Information shall mean and include
18 the documents listed above, any and all portions thereof, and
19 all documents of whatever kind containing information set forth
20 in or obtained from these documents.

21 2. Plaintiffs' counsel shall use the Confidential
22 Information solely for the purposes of this litigation, and
23 shall not disclose any portion of the Confidential Information
24 to any other person, firm or corporation except:

25 a. Bona fide employees of counsel's law offices, and
26 then only to the extent necessary to enable said persons to
27 assist in litigation of this action;

28 b. Plaintiffs, to the extent deemed necessary by

1 counsel for the prosecution of this litigation;

2 c. Expert witnesses employed by the parties to this
3 action;

4 d. Consultants retained by the parties to this
5 action; or

6 e. The Court.

7 3. All persons described in paragraph 2 (a) through (d)
8 above shall not disclose any portion of said Confidential
9 Information and shall not use any information obtained therefrom
10 except in conformance with this Protective Order and for
11 purposes of this litigation. Any party who discloses
12 Confidential Information to any person described in paragraph 2
13 (a) through ~~(e)~~ **(d)** shall advise such person that said matters
14 constitute Confidential Information which may be used only for
15 the litigation of this action, and shall, prior to disclosure of
16 the Confidential Information, have such person execute a written
17 Understanding and Agreement to be bound by this Stipulation for
18 Protective Order in the form attached hereto as Exhibit 1.

19 4. Any deposition testimony that encompasses or concerns
20 Confidential Information shall be transcribed in a separate
21 booklet that is marked on its cover "Confidential: Do not
22 Disclose by Court Order." In addition, any documents containing
23 Confidential Information that are submitted to the Court ~~shall~~
24 ~~be filed or lodged in a sealed envelope marked "Confidential:~~
25 ~~Subject to Protective Order."~~ **for filing must be submitted in**
26 **accordance with Local Rule 79-5.**

27 5. The attorneys for Plaintiffs are directed to retain all
28 copies of documents, notes, or summaries containing Confidential

1 Information in their custody, possession and control and to take
2 the necessary precautions to prevent persons not authorized as
3 provided above from obtaining access to any such Confidential
4 Information.

5 6. Production of the Confidential Information protected by
6 this Stipulated Agreement and Order shall not constitute a
7 waiver of any privileged or confidentiality or privacy right.
8 The parties retain the right to assert all substantive
9 objections to the Confidential Information, including but not
10 limited to, relevancy, hearsay, privacy, privilege, and Rule 403
11 of the *Federal Rules of Evidence*.

12 7. At the conclusion of this action, all documents
13 containing Confidential Information, all copies and extracts
14 thereof, with the exception of those documents affected by the
15 attorney work-product doctrine or attorney-client privilege,
16 shall be returned to counsel for the City. As to those
17 documents protected by the attorney work-product doctrine or
18 attorney-client privilege, Plaintiffs and their counsel agree
19 that any and all such documents shall either be redacted and
20 returned to the City or shall be destroyed. If destroyed, one
21 copy of these documents, as produced to Plaintiffs, will be
22 maintained by the City and available for Plaintiffs or their
23 counsel's use for one year after the resolution of this action
24 between the parties, pursuant to the terms of this Protective
25 Order, in, and upon proof of, a malpractice action between
26 Plaintiffs and their counsel that is related to the above
27 captioned matter.

28 8. It would be extremely difficult and impractical, if not

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1 impossible, to ascertain with any degree of certainty as of the
2 date of execution of this Protective Order, the amount of
3 damages that will be suffered in the event that the Plaintiffs,
4 their counsel, or the parties specified under paragraph 2 above
5 violate this Protective Order. Accordingly, if this Protective
6 Order is breached by Plaintiffs, their counsel, or other parties
7 specified under paragraph 2 above, the breaching party shall be
8 obligated to pay the City a cash severance payment of liquidated
9 damages in the amount of \$5,0000.00 for each such breach.

10 IT IS SO STIPULATED.

11 DATED: August 14, 2009

CRISTINA L. TALLEY, CITY ATTORNEY

12 BY ***

13 MOSES W. JOHNSON, IV
14 Assistant City Attorney
15 Attorneys for Defendant
16 CITY OF ANAHEIM

17 Dated: August __, 2009

LAW OFFICE OF RICHARD P. HERMAN

18 By: ***

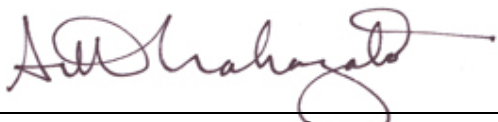
19 RICHARD P. HERMAN
20 Attorney for Plaintiffs
21 JERRY ALEXANDER AND SHERYL BELL

22 *** e-filed original stipulation signed by counsel.

23 **ORDER**

24 **As modified by the Court, IT IS SO ORDERED:**

25 DATED: August 19, 2009

26 
27 HON. ARTHUR NAKAZATO
28 UNITED STATES MAGISTRATE JUDGE