

1 CRISTINA L. TALLEY, CITY ATTORNEY
2 GREGG M. AUDET, DEPUTY CITY ATTORNEY
3 SBN 158682
4 E-mail: gaudet@anaheim.net
5 200 S. Anaheim Boulevard, Suite 356
6 Anaheim, CA 92805
7 Tel: 714-765-5169
8 Fax: 714-765-5123

9 Attorneys for Defendants City of Anaheim,
10 Chief John Welter and Deputy Chief Craig Hunter

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 Jennifer Cruz, Individually and on
14 behalf of the Estate of Ceasar Cruz,
15 and as Guardian Litem for R.C.,
16 C.C., C.C., and M.C., all minors,
17 Theresa Smith, Individually, and as
18 Guardian Ad Litem for M.C., A
19 minor, Leonard Cruz, Individually,

20 Plaintiffs,

21 vs.

22 THE CITY OF ANAHEIM, a
23 Governmental Entity, CHIEF JOHN
24 WELTER, DEPUTY CHIEF CRAIG
25 HUNTER and DOES 1-10.

26 Defendants.

Case No. CV10-03997 MMM (JEMx)

PROTECTIVE ORDER RE
CONFIDENTIAL INFORMATION

27 Based on the stipulation of plaintiffs Jennifer Cruz, individually and as
28 Guardian Ad Litem for minors R.C., C.C., C.C., and M.C., Theresa Smith,
individually and as Guardian Ad Litem for minor M.C., Leonard Cruz
(collectively "Plaintiffs"), and defendants City of Anaheim, Chief John Welter and
Deputy Chief Craig Hunter (collectively "Defendants"), through their respective
attorneys of record, the Court hereby enters the following protective order:

1 1. This Protective Order applies to and governs the use of law enforcement
2 investigative reports and records concerning the shooting of Caesar Cruz which are
3 being produced to Plaintiffs by Defendants. This Order shall also apply to and
4 govern any other investigative or law enforcement reports or records subsequently
5 produced to Plaintiffs by Defendants concerning the shooting of Caesar Cruz or its
6 aftermath (hereinafter referred to as “Confidential Information”), including but not
7 limited to reports or memoranda prepared by the Anaheim Police Department or the
8 Orange County District Attorney’s Office. The term Confidential Information shall
9 mean and include the documents listed above, any and all portions thereof, and all
10 documents of whatever kind containing information set forth in or obtained from
11 these documents.

12
13 2. Plaintiffs’ counsel shall use the Confidential Information solely for the
14 purposes of this litigation, and shall not disclose any portion of the Confidential
15 Information to any other person, firm or corporation except:

- 16 a. Bona fide employees of counsel's law offices, and then only to the
17 extent necessary to enable said persons to assist in litigation of this
18 action;
- 19 b. Plaintiffs, to the extent deemed necessary by counsel for the
20 prosecution of this litigation
- 21 c. Expert witnesses employed by the parties to this action;
- 22 d. Consultants retained by the parties to this action; or
- 23 e. The Court.

24
25 3. All persons described in paragraph 2 (a) through (e) above shall not
26 disclose any portion of said Confidential Information and shall not use any
27 information obtained therefrom except in conformance with this Protective Order
28 and for purposes of this litigation. Any party who discloses Confidential

1 Information to any person described in paragraph 2 (a) through (d) shall advise such
2 person that said matters constitute Confidential Information which may be used
3 only for the litigation of this action, and shall, prior to disclosure of the Confidential
4 Information, have such person execute a written Understanding and Agreement to
5 be bound by this Stipulation for Protective Order in the form attached hereto.

6
7 4. Any deposition testimony that encompasses or concerns Confidential
8 Information shall be transcribed in a separate booklet that is marked on its cover
9 "Confidential: Do Not Disclose Except By Court Order." In addition, any
10 documents containing Confidential Information that are submitted to the Court shall
11 be filed or lodged in a sealed envelope marked "Confidential: Subject to Protective
12 Order."

13
14 5. The attorneys for Plaintiffs are directed to retain all copies of
15 documents, notes, or summaries containing Confidential Information in their
16 custody, possession and control and to take the necessary precautions to prevent
17 persons not authorized as provided above from obtaining access to any such
18 Confidential Information.

19
20 6. Production of the Confidential Information protected by this Stipulated
21 Agreement and Order shall not constitute a waiver of any privilege or
22 confidentiality or privacy right. The parties retain the right to assert all substantive
23 objections to the Confidential Information, including but not limited to relevancy,
24 hearsay, privacy, privilege, and Rule 403 of the *Federal Rules of Evidence*.

25
26 7. At the conclusion of this action, all documents containing Confidential
27 Information, all copies and extracts thereof, with the exception of those documents
28 affected by the attorney work-product doctrine or attorney-client privilege, shall be

1 returned to counsel for Defendants. As to those documents protected by the
2 attorney work-product doctrine or attorney-client privilege, Plaintiffs and their
3 counsel agree that any and all such documents shall either be redacted and returned
4 to Defendants' counsel or shall be destroyed.

5
6
7 **ORDER**

8 **It is so ORDERED.**

9
10
11 Dated: February 25, 2011

/s/John E. McDermott

Hon. John E. McDermott
United States Magistrate Judge