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9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 JOSEPH M. HICKS, an individual,)
 12)
 13 Plaintiff,)
 14 vs.)
 15 CITY OF SANTA BARBARA, SANTA)
 16 BARBARA POLICE DEPARTMENT)
 17 OFFICER JUSTIN CRUZ, an)
 18 individual, DEPARTMENT OF)
 19 ALCOHOL BEVERAGE CONTROL)
 20 OFFICER LUIS MADRIZ, an)
 21 individual, and DOES 1-10, inclusive,)
 22 Defendants.)

Case No. CV 13-9016 FMO (RZx)

**[PROPOSED] PROTECTIVE
 ORDER ON CONFIDENTIAL
 INFORMATION**

NOTE: CHANGES HAVE BEEN
 MADE TO THIS DOCUMENT

23 Pursuant to the stipulation of the parties and good cause being shown therefore,
 24 THE COURT HEREBY ORDERS THE FOLLOWING:

- 25 1. The information and items subject to this agreement (“Confidential
 26 Information”) are as follows:
 - 27 a. The Santa Barbara Police Department (“SBPD”) personnel file pertaining to
 28 Defendant Justin Cruz, including but not limited to, all documents relating to the history

1 of employment from inception to the present such as job application, position job
2 description, performance appraisals, employee development plans, employee self
3 assessments, records of formal counseling sessions, notes on attendance, performance
4 improvement plan documentation, disciplinary action, reports, and employee recognition
5 documents. Defendant Cruz will produce these documents with redactions of all
6 information relating to Cruz's personal residence information, past and present, as well as
7 personal identifying information such as Social Security number, and any information
8 relating to his personal relationships outside of his employment at SBPD including with
9 his spouse, family members, friends and significant others.

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13 b. The City of Santa Barbara Human Resources Department personnel file pertaining
14 to Defendant Cruz, including application of for employment, W-4 forms, personnel action
15 forms, military leave and deployment records.

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17 c. Documents referring or relating to the compensation and employments benefits
18 paid to the Defendant Cruz for his services as an SBPD employee.

19 d. SBPD Internal Affairs file pertaining to the complaints of Joseph Hicks and Craig
20 Jenkins related to this incident, including but not limited to, citizen complaints,
21 investigations, audio and/or video recordings and transcripts of those recordings, of
22 interviews conducted, witness statements, reports, and dispositions.

23
24 e. SBPD Internal Affairs files pertaining to Defendant Cruz on incidents other than
25 on December 7, 2011, including but not limited to, citizen complaints, investigations,
26 audio and/or video recordings and transcripts of those recordings, of interviews
27 conducted, witness statements, reports, and dispositions.
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1 f. Documents referring or relating to discipline, including, but not limited to, verbal
2 and written reprimands or loss of compensation or any other employment benefit, that
3 Defendant Cruz received during the term of his employment as a law enforcement officer
4 at SBPD.

6 g. Documents referring or relating to education and training the Defendant CRUZ
7 has received relating to his duties as a law enforcement officer at SBPD.
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9 2. The Confidential Information delineated in the previous paragraph is the
10 proper subject of a privilege. The Court, therefore, orders that the information and items
11 are deemed confidential.
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13 3. The Court may modify the protective order at any time for good cause
14 shown and upon notice to the affected parties. The parties themselves may further
15 stipulate to add or delete item or information subject to the protective order, subject to
16 court approval..
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18 4. Defendants' concerns of privilege and other objections raised in their
19 response and outlines in their privilege logs are adequately protected by this protective
20 order.
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22 5. The production of the Confidential Information referenced shall be
23 subject to the following protections:

24 (a) The Confidential Information will be considered confidential
25 information. This confidential information shall be used solely in connection with this
26 case and the preparation and trial of this case, any settlement conference, private
27 mediation or arbitration conducted in connection with this case, or any related appellate
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1 proceeding, and not for any other purpose.

2 (b) The Confidential Information shall not be disclosed by Plaintiff
3 or his attorneys to anyone other than:
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5 (1) Plaintiff's attorneys and their staff;

6 (2) Any expert or consultant hired or retained by Plaintiff or
7 their attorneys;

8 (3) Any judge or magistrate judge presiding over any aspect of
9 this case;

10 (4) Any mediator, arbitrator or other settlement officer agreed
11 upon by the parties or appointed to assess and evaluate the
12 dispute for the purposes of settlement negotiation; and

13 (5) Subject to the below exceptions, any witnesses disclosed by
14 any party pursuant to Rule 26(a)(1), (2) and (3) of the Federal
15 Rules of Civil Procedure and local rules, or any deponent in
16 the course of testifying or preparing for testimony.
17

18 (c) The Confidential Information shall not be provided to news,
19 television, radio, or placed on the Internet.
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21 (d) All persons to whom the Confidential Information is disclosed will
22 be apprised of the protective order and of its binding nature on all persons connected with
23 this case.
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25 (e) To the extent that the Confidential Information is disclosed to a
26 witness pursuant to the protective order, the Confidential Information shall be
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1 appropriately marked “Confidential Item produced in *Hicks v. City of Santa Barbara, et*
2 *al.*, United States District Court Case No. CV 13-9016 FMO (RZx), subject to protective
3 order.”
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5 6. All copies of the Confidential Information shall be returned to the
6 disclosing party within a reasonable time period after the conclusion of this action.

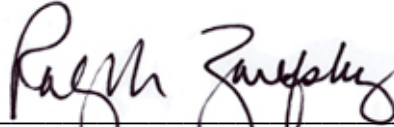
7 7. The admissibility of the Confidential Information herein disclosed is not
8 conceded, and the parties each have the right to seek exclusion of the Confidential
9 Information or their existence either in limine or during trial.
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11 8. Disclosure of the Confidential Information shall be made within ten (10)
12 days of receipt by Defendants of this signed and conformed order of the Court.
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14 This protective order shall not govern in connection with dispositive
15 motions or at trial. If protection is desired in connection with those proceedings, a
16 separate application must be made, and directed to the judicial officer who will preside in
17 connection with those proceedings.
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19 **IT IS SO ORDERED.**

20 Dated: September 18, 2014

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22 _____
23 Hon. Ralph Zarefsky
24 Magistrate Judge
25 United States District Court
26 Central District of California
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