

1 Local Rule 7-3, 37-1, and 52-4.1.

2 **1. PURPOSES AND LIMITATIONS**

3 **A.** Disclosure and discovery activity in this case is likely to involve
4 production of confidential, proprietary or private information for which special
5 protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted. Accordingly, the parties hereby
7 stipulate to and petition the Court to enter the following Stipulated Protective Order.
8 The parties acknowledge that this Stipulation and its Order do not confer blanket
9 protections on all disclosures or responses to discovery and that the protection it
10 affords from public disclosures and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable legal principles.
12 The parties further acknowledge, as set forth in Section 12 below, that this
13 Stipulation and its Order do not entitle them to file confidential information under
14 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
15 standards that will be applied when a party seeks permission from the court to file
16 material under seal.

17 **B. GOOD CAUSE STATEMENT**

18 Plaintiffs have requested or will likely request, by way of written discovery,
19 materials pertaining to the City of Oxnard's and/or District Attorney's investigation
20 into the shooting death of Meagan Hockaday. Defendants have also identified or
21 will identify materials pertaining to the City of Oxnard's and/or District Attorney's
22 investigation into the shooting death of Meagan Hockaday in their initial
23 disclosures. These documents contain information of a privileged, confidential,
24 private or sensitive nature, and the parties believe that public dissemination of this
25 information would jeopardize compelling interests in preserving the integrity of the
26 City of Oxnard's investigation. This confidential information is in the possession of
27 the Defendants. Defendants have agreed to produce this information pursuant to the
28 terms and conditions found in the instant Stipulation and its Order.

1 **[Paragraph from proposed order deleted]**

2 Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to adequately
4 protect information the parties are entitled to keep confidential, to ensure that the
5 parties are permitted reasonable, necessary uses of such material in preparation for
6 and in the conduct of trial, to address their handling at the end of the litigation and to
7 serve the ends of justice, a protective order for such information is justified in this
8 matter. It is the intent of the parties that information will not be designated as
9 confidential for tactical reasons and that nothing be so designated without a good
10 faith belief that it has been maintained in a confidential, non-public manner, and
11 there is good cause why it should not be part of the public record of this case.

12 **2. DEFINITIONS**

13 **A. Action**: this pending federal law suit, Estate of Meagan Hockaday, et
14 al. v. City of Oxnard, et al., case number 2:16-CV-02145-JAK-GJSx.

15 **B. Challenging Party**: a Party or Non-Party that challenges the designation
16 of information or items under this Stipulation and its Order.

17 **C. “CONFIDENTIAL” Information or Items**: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 **D. Counsel (without qualifier)**: Outside Counsel of Record and House
22 Counsel (as well as their support staff).

23 **E. Designating Party**: a Party or Non-Party that designates information or
24 items that it produces in disclosures or responses to discovery as
25 “CONFIDENTIAL.”

26 **F. Disclosure or Discovery Material**: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 **G. Expert:** a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action and who is not a past or a current
5 employee of a Party and who, at the time of retention, is not anticipated to become
6 an employee of a Party or a competitor of a Party's; as well as any person retained,
7 designated, or disclosed by a Party as an expert pursuant to Federal Rule of Civil
8 Procedure 26(a)(2) or other applicable discovery Rules or statutes.

9 **H. House Counsel:** attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 **I. Non-Party:** any natural person, partnership, corporation, association or
13 other legal entity not named as a Party to this action.

14 **J. Outside Counsel of Record:** attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action and have
16 appeared in this Action on behalf of that party or are affiliated with a law firm which
17 has appeared on behalf of that party, including support staff.

18 **K. Party:** any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).

21 **L. Producing Party:** a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 **M. Professional Vendors:** persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

27 **N. Protected Material:** any Disclosure or Discovery Material that is
28 designated as "CONFIDENTIAL."

1 A. Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material—even if subsequently obtained by the Receiving
8 Party from Non-Party sources (including but not limited to via subpoena); and (3)
9 any testimony, conversations, or presentations by Parties or their Counsel that might
10 reveal Protected Material. Any use of Protected Material at trial shall be governed
11 by the orders of the trial judge. This Stipulation and its Order do not govern the use
12 of Protected Material at trial.

13 **4. DURATION**

14 **The parties agree that they are *contractually* bound by the confidentiality**
15 **obligations imposed by this Stipulation and its Order until a Designating Party**
16 **agrees otherwise in writing or a court order otherwise directs. The Court,**
17 **however, will not retain jurisdiction to enforce this order in this action after**
18 **final disposition of the action. Rather, the order terminates upon final**
19 **disposition of the action.** Final disposition shall be deemed to be the later of (1)
20 dismissal of all claims and defenses in this Action, with or without prejudice; and
21 (2) final judgment herein after the completion and exhaustion of all appeals, re-
22 hearings, remands, trials or reviews of this Action, including the time limits for
23 filing any motions or applications for extension of time pursuant to applicable law.

24 **5. DESIGNATING PROTECTED MATERIAL**

25 A. Exercise of Restraint and Care in Designating Material for Protection

26 Each Party or Non-Party that designates information or items for protection
27 under this Stipulation and its Order must take care to limit any such designation to
28 specific material that qualifies under the appropriate standards. The Designating

1 Party must designate for protection only those parts of material, documents, items or
2 oral or written communications that qualify so that other portions of the material,
3 documents, items or communications for which protection is not warranted are not
4 swept unjustifiably within the ambit of this Stipulation and its Order. Mass,
5 indiscriminate or routinized designations are prohibited. Designations that are
6 shown to be clearly unjustified or that have been made for an improper purpose
7 (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating
9 Party to sanctions. If it comes to a Designating Party's attention that information or
10 items that it designated for protection do not qualify for protection, that Designating
11 Party must promptly notify all other Parties that it is withdrawing the inapplicable
12 designation.

13 **B. Manner and Timing of Designations**

14 Except as otherwise provided in this Stipulation and its Order, or as otherwise
15 stipulated or ordered, material that qualifies for protection under this Order must be
16 clearly so designated before the material is disclosed or produced.

17 **C. Designation in conformity with this Order requires:**

18 **1. For Information in Documentary Form:**

19 Apart from transcripts of depositions or other pretrial or trial proceedings, and
20 regardless of whether produced in hardcopy or electronic form, that the Producing
21 Party affix the legend "CONFIDENTIAL" to each page that contains Protected
22 Material. If only a portion or portions of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins) and must specify, for each
25 portion that it is "CONFIDENTIAL." The placement of such "CONFIDENTIAL"
26 stamp on such page(s) shall not obstruct the substance of the page's (or pages') text
27 or content.

28 A Party or Non-Party that makes original documents or materials available for

1 inspection need not designate them for protection until after the inspecting Party has
2 indicated which material it would like copied and produced. During the inspection
3 and before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine which
6 documents, or portions thereof, qualify for protection under this Stipulation and its
7 Order. Then, before producing the specified documents, the Producing Party must
8 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
9 If only a portion or portions of the material on a page qualifies for protection, the
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins).

12 **2. For Testimony Given in Deposition or Other Pretrial or Trial**
13 **Proceedings:**

14 That the Designating Party offering identify all Protected Material on the
15 record, before the close of the deposition, hearing or other proceeding.

16 **3. For Information Produced in Some Form Other Than**
17 **Documentary, and For Any Other Tangible Items (including but not limited to**
18 **information produced on disc or electronic data storage device):**

19 That the Producing Party affix in a prominent place on the exterior of the
20 container or containers in which the information or item is stored the legend
21 “CONFIDENTIAL.” If only portions of the information or item warrant protection,
22 the Producing Party, to the extent practicable, shall identify the protected portions,
23 specifying the material as “CONFIDENTIAL.”

24 **D. Inadvertent Failure to Designate**

25 If timely corrected (preferably, though not necessarily, within 30 days of
26 production or disclosure of such material), an inadvertent failure to designate
27 qualified information or items as “CONFIDENTIAL” does not, standing alone,
28 waive the Designating Party’s right to secure protection under this Stipulation and

1 its Order for such material. If material is appropriately designated as
2 “CONFIDENTIAL” after the material was initially produced, the Receiving Party,
3 on timely notification of the designation, must make reasonable efforts to assure that
4 the material is treated in accordance with this Stipulation and its Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **A. Timing**

7 Any Party or Non-Party may challenge a designation of confidentiality at any
8 time that is consistent with the Court’s Scheduling Order.

9 **B. Meet and Confer**

10 The Challenging Party shall initiate a dispute resolution process under Local
11 Rule 37-1, et seq. **and the Magistrate Judge’s Procedures if related to an issue**
12 **referred to the assigned Magistrate Judge.**

13 **C. Burden of Persuasion**

14 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party, regardless of whether the Designating Party is the moving party
16 or whether such Party sought or opposes judicial intervention. Frivolous challenges,
17 and those made for an improper purpose (e.g., to harass or impose unnecessary
18 expenses and burdens on other parties) may expose the Challenging Party to
19 sanctions. Unless the Designating Party has waived the confidentiality designation
20 by failing to oppose a motion to remove confidentiality as described above, all
21 parties shall continue to afford the material in question the level of protection to
22 which it is entitled under the Producing Party’s designation until the court rules on
23 the challenge.

24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 **A. Basic Principles**

26 A Receiving Party may use Protected Material that is disclosed or produced
27 by another Party or by a Non-Party in connection with this case only for preparing,
28 prosecuting, defending, or attempting to settle this litigation—up to and including

1 final disposition of the above-entitled action—and not for any other purpose,
2 including any other litigation or dispute outside the scope of this action. Such
3 Protected Material may be disclosed only to the categories of persons and under the
4 conditions described in this Stipulation and its Order. When the above entitled
5 litigation has been terminated, a Receiving Party must comply with the provisions of
6 Section 14, below.

7 Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Stipulation and its Order.

10 **B. Disclosures of “CONFIDENTIAL” Information or Items**

11 Unless otherwise ordered by the court or permitted in writing by the
12 Designating Party, a Receiving Party may disclose any information or item
13 designated “CONFIDENTIAL” only to:

14 **1.** The Receiving Party’s Outside Counsel of Record in this Action,
15 as well as employees of said Outside Counsel of Record to whom it is reasonably
16 necessary to disclose the information for this Action;

17 **2.** The officers, directors, and employees (including House
18 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
19 Action;

20 **3.** Experts (as defined in this Stipulation and its Order) of the
21 Receiving Party to whom disclosure is reasonably necessary for this Action and who
22 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 **4.** The Court and its personnel;

24 **5.** Court reporters and their staff;

25 **6.** Professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for this Action
27 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
28 A);

1 7. The author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the information;

3 8. During their depositions, witnesses and attorneys for witnesses,
4 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
7 information unless they sign the “Acknowledgment and Agreement to Be Bound”
8 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
9 court. Pages of transcribed deposition testimony or exhibits to depositions that
10 reveal Protected Material may be separately bound by the court reporter and may
11 not be disclosed to anyone except as permitted under this Stipulation and its Order;
12 and

13 9. Any mediator or settlement officer, and their supporting
14 personnel, mutually agreed upon by any of the parties engaged in settlement
15 discussions.

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
17 **PRODUCED IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL,” that Party must:

21 A. Promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order;

23 B. Promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Stipulation and its Order. Such notification shall
26 include a copy of this Stipulation and its Order; and

27 C. Cooperate with respect to all reasonable procedures sought to be
28 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” before a determination by the court from which the
4 subpoena or order issued, unless the Party has obtained the Designating Party’s
5 permission. The Designating Party shall bear the burden and expense of seeking
6 protection in that court of its Protected Material and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this Action
8 to disobey a lawful directive from another court.

9 **9. NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
10 **PRODUCED IN THIS LITIGATION**

11 **A.** The terms of this Stipulation and its Order are applicable to information
12 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.”
13 Such information produced by Non-Parties in connection with this litigation is
14 protected by the remedies and relief provided by this Stipulation and its Order.
15 Nothing in these provisions should be construed as prohibiting a Non-Party from
16 seeking additional protections.

17 **B.** In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

21 **1.** Promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a confidentiality
23 agreement with a Non-Party;

24 **2.** Promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 **3.** Make the information requested available for inspection by the
28 Non-Party, if requested.

1 C. If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the Receiving Party
3 may produce the Non-Party's confidential information responsive to the discovery
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
5 not produce any information in its possession or control that is subject to the
6 confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and
8 expense of seeking protection in this court of its Protected Material.

9 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulation and its Order, the Receiving Party must immediately:

13 A. Notify in writing the Designating Party of the unauthorized disclosures;

14 B. Use its best efforts to retrieve all unauthorized copies of the Protected
15 Material;

16 C. Inform the person or persons to whom unauthorized disclosures were
17 made of all the terms of this Stipulation and its Order;

18 D. Request such person or persons to execute the "Acknowledgment and
19 Agreement to Be Bound" attached as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGE OR OTHERWISE**
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other protection,
24 the obligations of the Receiving Parties are those set forth in Fed. R. Civ. P.
25 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
26 established in an e-discovery order that provides for production without prior
27 privilege review. Pursuant to Fed. R. Evid. 502(d) and (e), insofar as the parties
28 reach an agreement on the effect of disclosure of a communication or information

1 covered by the attorney-client privilege or work product protection, the parties may
2 incorporate their agreement in the stipulated protective order submitted to the court.

3 **12. PUBLICATION OF PROTECTED MATERIAL PROHIBITED**

4 **A. Filing of Protected Material**

5 A Party that seeks to file under seal any Protected Material must comply with
6 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
7 court order authorizing the sealing of the specific Protected Material at issue. If a
8 Party's request to file Protected Material under seal is denied by the court, then the
9 Receiving Party may file the information in the public record unless otherwise
10 instructed by the court.

11 **B. Public Dissemination of Protected Material**

12 A Receiving Party shall not publish, release, post or disseminate Protected
13 Material to any person except those specifically delineated and authorized by this
14 Stipulation and its Order (see Section 7, above); nor shall a Receiving Party publish,
15 release, leak, post or disseminate Protected Material to any news media, member of
16 the press, website or public forum (except as permitted under section 12 regarding
17 filings with the court in this action and under seal).

18 **13. MISCELLANEOUS**

19 **A. Right to Further Relief:** Nothing in this Stipulations and its Order
20 abridges the right of any person to seek its modification by the Court in the future.

21 **B. Right to Assert Other Objections:** By stipulating to the entry of this
22 Stipulation and its Order, no Party waives any right it otherwise would have to
23 object to disclosing or producing any information or item on any ground not
24 addressed in this Stipulation and its Order. Similarly, no Party waives any right to
25 object on any ground to use in evidence of any of the material covered by this
26 Stipulation and its Order.

27 **C.** This Stipulation may be signed in counterpart and a facsimile or
28 electronic signature shall be as valid as an original signature.

1 **14. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return
4 all Protected Material to the Producing Party or destroy such material. As used in
5 this section, “all Protected Material ” includes all copies, abstracts, compilations,
6 summaries and any other format reproducing or capturing any of the Protected
7 Material. Whether the Protected Material is returned or destroyed, the Receiving
8 Party must submit a written certification to the Producing Party (and, if not the same
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
10 (by category, where appropriate) all the Protected Material that was returned or
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,
12 abstracts, compilations, summaries or any other format reproducing or capturing any
13 of the Protected Material.

14 Notwithstanding this provision, Counsel are entitled to retain an archival copy
15 of all pleadings; motion papers; trial, deposition and hearing transcripts; legal
16 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
17 work product; and consultant and expert work product, even if such materials
18 contain Protected Material. Any such archival copies that contain or constitute
19 Protected Material remain subject to this Stipulation and its Order as set forth in
20 Section 4.

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1 Any violation of this Stipulation and its Order may be punished by any and all
2 appropriate measures including, without limitation, contempt proceedings and/or
3 monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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6 DATED: October 27, 2016

DOUGLAS / HICKS LAW, APC

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9 By: s/. Jamon R. Hicks

Jamon R. Hicks
Attorney for Plaintiffs

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14 DATED: October 27, 2016

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GARCIA

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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

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23 Dated: November 3, 2016



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25 GAIL J. STANDISH
26 UNITED STATES MAGISTRATE JUDGE
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