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

JEFFREY GOODIN,

Plaintiff,

v.

CITY OF GLENDORA;
DETECTIVE CRAWFORD;
DETECTIVE ZIINO;
LIEUTENANT DEMOND;
SERGEANT AMARO; OFFICER
STEIN; OFFICER HOWELL;
SERGEANT BARRETT;
SERGEANT GOLD; and, DOES 1
through 25, inclusive,

Defendants.

Case No.: 2:17-cv-03567-FMO-PLA

**[PROPOSED] STIPULATED
FIRST AMENDED PROTECTIVE
ORDER**

Trial Date: 7/24/2018

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure

1 and from use for any purpose other than prosecuting this litigation may be warranted.
2 Accordingly, the parties hereby stipulate to and petition the Court to enter the
3 following Stipulated Protective Order. The parties acknowledge that this Order does
4 not confer blanket protections on all disclosures or responses to discovery and that the
5 protection it affords from public disclosure and use extends only to the limited
6 information or items that are entitled to confidential treatment under the applicable
7 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
8 that this Stipulated Protective Order does not entitle them to file confidential
9 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
10 followed and the standards that will be applied when a party seeks permission from
11 the court to file material under seal.

12 B. GOOD CAUSE STATEMENT

13 1.1 Defendants' Contentions.

14 Defendants contend that there is good cause and a particularized need for a
15 protective order to preserve the interests of confidentiality and privacy in peace officer
16 personnel file records and associated investigative or confidential records for the
17 following reasons. Plaintiff does not agree with and does not stipulate to defendants'
18 contentions in this section below.

19 First, defendants contend that peace officers have a federal privilege of
20 privacy in their personnel file records: a reasonable expectation of privacy therein that
21 is underscored, specified, and arguably heightened by the Pitchess protective
22 procedure of California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
23 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665,
24 *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to
25 privilege based discovery disputes involving federal claims,” the “state privilege law
26 which is consistent with its federal equivalent significantly assists in applying
27 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.
28 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based

1 “privacy rights [that] are not inconsequential” in their police personnel records); cf.
2 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Under California
3 law, peace officer personnel file information is presumed confidential and such may
4 not be discovered or disclosed absent a Pitchess Order. See, e.g., *Warrick v. Superior*
5 *Ct.*, 35 Cal.4th 1011 (2005); *City of Hemet v. Superior Ct.* (1995) 37 Cal.App.4th
6 1411. Defendants further contend that uncontrolled disclosure of such personnel file
7 information and/or certain investigative information can threaten the safety of non-
8 party witnesses, officers, and their families/associates; accordingly, such information
9 is also subject to various privileges. See, e.g., Cal. Gov. Code § 6254(f) (law
10 enforcement investigative privilege); Cal. Evid. Code §§ 952-954 (attorney-client
11 privilege); cf. Cal. R. Ct. 1.20(b) (mandatory privacy protections in public court
12 records); U.S. Const., amend V, XIV.

13 Second, defendants contend that municipalities and law enforcement agencies
14 have federal deliberative-executive process privilege, federal official information
15 privilege, federal law enforcement privilege, and federal attorney-client privilege
16 (and/or attorney work-product protection) interests in the personnel files of their peace
17 officers – particularly as to those portions of peace officer personnel files that contain
18 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
19 communications for the purposes of obtaining or rendering legal advice or analysis –
20 potentially including but not limited to evaluative/analytical portions of Internal
21 Affairs type records or reports, evaluative/analytical portions of supervisory records or
22 reports, and/or reports prepared at the direction of counsel, or for the purpose of
23 obtaining or rendering legal advice. See *Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
24 *Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
25 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
26 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
27 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
28 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants

1 further contend that such personnel file records are restricted from disclosure by the
2 public entity's custodian of records pursuant to applicable California law and that
3 uncontrolled release is likely to result in needless intrusion of officer privacy;
4 impairment in the collection of third-party witness information and statements and
5 related legitimate law enforcement investigations/interests; and a chilling of open and
6 honest discussion regarding and/or investigation into alleged misconduct that can
7 erode a public entity's ability to identify and/or implement any remedial measures
8 that may be required.

9 Third, defendants contend that, since peace officers do not have the same
10 rights as other private citizens to avoid giving compelled statements, it is contrary to
11 the fundamental principles of fairness to permit uncontrolled release of officers'
12 compelled statements. See generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
13 828-830 (1985); cf. U.S. Const., amend V.

14 Fourth, the Los Angeles County Superior Court issued an order sealing the
15 probable cause portion of the search warrant declaration pursuant to Evidence Code
16 Sections 1040-1042 and *People v. Hobbs* (1994) 7 CA. 4th 948, and that the
17 defendants have a limited privilege to withhold the identity of confidential informants
18 in civil as well as criminal cases. ("Hobbs Attachment"). See *In re Perez* (9th Cir.
19 2014) 749 F3d 849, 855-856; *Guzman v. City of Chicago* (ND IL 2007) 242 FRD
20 443, 446-447; see *Roviaro v. United States* (1957) 353 US 53, 60, 77 S.Ct. 623, 627—
21 preserving anonymity encourages citizens to report illegal activity.

22 1.2. Plaintiff does not agree with and does not stipulate to defendants'
23 contention herein above, and nothing in this Stipulation or its associated Order shall
24 resolve the parties' disagreement, or bind them, concerning the legal statements and
25 claimed privileges set forth above.

26 1.3. The parties jointly contend that there is typically a particularized need
27 for protection as to any medical or psychotherapeutic records, because of the privacy
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1 interests at stake therein. Because of these sensitive interests, a Court Order should
2 address these documents rather than a private agreement between the parties.

3 1.4. The parties therefore stipulate that there is Good Cause for, and hereby
4 jointly request that the Honorable Court issue/enter, a Protective Order re confidential
5 documents consistent with the terms and provisions of this Stipulation. However, the
6 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
7 construed as any ruling by the Court on the aforementioned legal statements or
8 privilege claims in this section, nor shall this section be construed as part of any such
9 Court Order.

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

20 1.5. On December 13, 2017, the Court issued an Order granting in part
21 Plaintiff's Motion to Compel (ECF No. 35), ordering in relevant part that no later than
22 December 27, 2017, subject to the Protective Order, which the parties may stipulate to
23 amend to include a strict "Attorneys' Eyes Only" provision, defendant shall provide
24 plaintiff's counsel with access to a redacted version of the Hobbs Attachment, and that
25 Defendant may redact the following: the confidential informant's name, and directly
26 identifying information, such as address, social security number, physical description,
27 and the like. This First Amended Stipulated Protective Order is intended to address
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1 the foregoing December 13, 2017 Court Order to provide a provision for “Attorneys’
2 Eyes Only” with respect to the Hobbs Attachment.

3 2. DEFINITIONS

4 2.1 Action: this pending federal law suit.

5 2.2 "ATTORNEYS' EYES ONLY" Material: "ATTORNEYS' EYES
6 ONLY" material means information, documents, and things the designating party
7 believes in good faith is not generally known to others and which the designating
8 party (i) would not normally reveal to third parties except in confidence or has
9 undertaken with others to maintain in confidence or (ii) believes in good faith is
10 sensitive and protected by a right to privacy under federal or state law or any other
11 applicable privilege or right related to confidentiality or privacy. The designation is
12 reserved for information that constitutes sensitive information that the producing
13 party maintains as confidential in the normal course of its operations and in order to
14 protect the identity and safety of confidential informants. "ATTORNEYS' EYES
15 ONLY" material shall include all information, documents, and things referring or
16 relating to the foregoing, including but not limited to copies, summaries, and
17 abstracts of the foregoing, and shall be designated as such in the manner described
18 below. The following information shall be deemed "ATTORNEY'S EYES ONLY"
19 material for the purposes of this order; however, the fact that such information is
20 listed in this order shall not be construed as a waiver of a party's objections to the
21 production or disclosure of said information or as an agreement to produce such
22 information absent a further order of this Court:

23 a. The Hobbs Attachment to the search warrant and the information
24 contained therein.

25 2.3 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 2.4 “CONFIDENTIAL” Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for protection

1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
2 Cause Statement.

3 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” “ATTORNEYS' EYES ONLY”.

8 2.7 Disclosure or Discovery Material: all items or information, regardless of
9 the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.8 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
14 expert witness or as a consultant in this Action.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm that has
23 appeared on behalf of that party, including support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.14 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL”, or “ATTORNEYS’ EYES ONLY.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
8 from a Producing Party.

9 3. SCOPE

10 The protections conferred by this First Amended Stipulation and Order cover
11 not only Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations
13 of Protected Material; and (3) any testimony, conversations, or presentations by
14 Parties or their Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Once a case proceeds to trial, all of the court-filed information to be
19 introduced that was previously designated as confidential or maintained pursuant to
20 this protective order becomes public and will be presumptively available to all
21 members of the public, including the press, unless compelling reasons supported by
22 specific factual findings to proceed otherwise are made to the trial judge in advance of
23 the trial. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th
24 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced
25 in discovery from “compelling reasons” standard when merits-related documents are
26 part of court record). Accordingly, the terms of this protective order do not extend
27 beyond the commencement of the trial.

28 5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for Protection.
2 Each Party or Non-Party that designates information or items for protection under this
3 Order must take care to limit any such designation to specific material that qualifies
4 under the appropriate standards.

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

16 5.2 Manner and Timing of Designations. Except as otherwise provided in
17 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
18 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
19 under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
24 Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter
25 "CONFIDENTIAL legend"), or "ATTORNEYS' EYES ONLY" (hereinafter
26 "ATTORNEYS' EYES ONLY legend") to each page that contains protected
27 material. If only a portion or portions of the material on a page qualifies for
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1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

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

15 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL”, or “ATTORNEYS’ EYES ONLY”. If only a portion or portions
21 of the information warrants protection, the Producing Party, to the extent practicable,
22 shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 6. **CHALLENGING CONFIDENTIALITY OR ATTORNEYS' EYES**
2 **ONLY DESIGNATIONS**

3 6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a
4 designation of confidentiality at any time that is consistent with the Court's
5 Scheduling Order.

6 6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly
8 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

9 6.3 **Burden.** The burden of persuasion in any such challenge proceeding
10 shall be on the Designating Party. Frivolous challenges, and those made for an
11 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
12 other parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all parties shall
14 continue to afford the material in question the level of protection to which it is entitled
15 under the Producing Party's designation until the Court rules on the challenge.

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

17 7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 Action only for prosecuting, defending, or attempting to settle this Action. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the Action has been terminated, a Receiving
22 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
23 Protected Material must be stored and maintained by a Receiving Party at a location
24 and in a secure manner that ensures that access is limited to the persons authorized
25 under this Order.

26 7.2 **Disclosure of "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY"**
27 **Information or Items.** Unless otherwise ordered by the Court or permitted in writing
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1 by the Designating Party, a Receiving Party may disclose any information or item
2 designated “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” only to:

3 (a) the Receiving Party’s Counsel of Record in this Action, as well as
4 employees of said Counsel of Record to whom it is reasonably necessary to disclose
5 the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
21 not be permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
23 by the Designating Party or ordered by the Court. Pages of transcribed deposition
24 testimony or exhibits to depositions that reveal Protected Material may be separately
25 bound by the court reporter and may not be disclosed to anyone except as permitted
26 under this Stipulated Protective Order; and (i) any mediator or settlement officer, and
27 their supporting personnel, mutually agreed upon by any of the parties engaged in
28 settlement discussions.

1 (i) "ATTORNEYS' EYES ONLY" information shall not be disclosed to
2 plaintiff.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 "CONFIDENTIAL," or "ATTORNEYS' EYES ONLY" that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to
11 issue in the other litigation that some or all of the material covered by the subpoena or
12 order is subject to this Protective Order. Such notification shall include a copy of this
13 Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued
15 by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order shall not produce any information designated in this
18 action as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" before a
19 determination by the court from which the subpoena or order issued, unless the Party
20 has obtained the Designating Party's permission. The Designating Party shall bear the
21 burden and expense of seeking protection in that court of its confidential material and
22 nothing in these provisions should be construed as authorizing or encouraging a
23 Receiving Party in this Action to
24 disobey a lawful directive from another court.

25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a Non-
28 Party in this Action and designated as "CONFIDENTIAL" or "ATTORNEYS' EYES

1 ONLY". Such information produced by Non-Parties in connection with this litigation
2 is protected by the remedies and relief provided by this Order.

3 Nothing in these provisions should be construed as prohibiting a Non-Party
4 from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non- Party's confidential information in its possession, and the Party is
7 subject to an agreement with the Non-Party not to produce the Non-Party's
8 confidential information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the Non-Party
10 that some or all of the information requested is subject to a confidentiality agreement
11 with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a reasonably
14 specific description of the information requested; and

15 (3) make the information requested available for inspection by the
16 Non-Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this Court
18 within 14 days of receiving the notice and accompanying information, the Receiving
19 Party may produce the Non- Party's confidential information responsive to the
20 discovery request. If the Non-Party timely seeks a protective order, the Receiving
21 Party shall not produce any information in its possession or control that is subject to
22 the confidentiality agreement with the Non-Party before a determination by the Court.
23 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
24 of seeking protection in this Court of its Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
3 persons to whom unauthorized disclosures were made of all the terms of this
4 Order, and (d) request such person or persons to execute the “Acknowledgment
5 and Agreement to Be Bound” that is attached hereto as Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
7 OTHERWISE PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other protection,
10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
12 may be established in an e-discovery order that provides for production without prior
13 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
14 parties reach an agreement on the effect of disclosure of a communication or
15 information covered by the attorney-client privilege or work product protection, the
16 parties may incorporate their agreement in the stipulated protective order submitted to
17 the Court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order, no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue; good cause must be shown in the request to file
2 under seal. If a Party's request to file Protected Material under seal is denied by the
3 Court, then the Receiving Party may file the information in the public record unless
4 otherwise instructed by the Court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, within 60 days of a written request
7 by the Designating Party, each Receiving Party must return all Protected Material to
8 the Producing Party or destroy such material. As used in this subdivision, "all
9 Protected Material" includes all copies, abstracts, compilations, summaries, and any
10 other format reproducing or capturing any of the Protected Material. Whether the
11 Protected Material is returned or destroyed, the Receiving Party must submit a written
12 certification to the Producing Party (and, if not the same person or entity, to the
13 Designating Party) by the 60 day deadline that (1) identifies (by category,
14 where appropriate) all the Protected Material that was returned or destroyed and (2)
15 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
16 summaries or any other format reproducing or capturing any of the Protected Material.
17 Notwithstanding this provision, counsel are entitled to retain an archival copy of all
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work product,
20 and consultant and expert work product, even if such materials contain Protected
21 Material. Any such archival copies that contain or constitute Protected Material
22 remain subject to this Protective Order as set forth in Section 4 (DURATION).

23 14. Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

27 Respectfully submitted,
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1 Date: December 26, 2017

THE LAW OFFICE OF KEVIN S. CONLOGUE
By: /s/ Kevin S. Conlogue
Kevin S. Conlogue, Attorney for Plaintiff, JEFFREY
GOODIN

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4 Date: December 26, 2017

Law Office of D. Wayne Leech a Professional
Corporation
By: /s/ D. Wayne Leech
D. Wayne Leech, Attorney for Defendants CITY OF
GLENORA, DETECTIVE CRAWFORD,
DETECTIVE ZIINO, LIEUTENANT DEMOND,
OFFICER STEIN, OFFICER HOWELL,
SERGEANT BARRETT, and SERGEANT GOLD

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12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

13 DATED: December 27, 2017



Paul L. Abrams, United States District/Magistrate
Judge

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the Electronic Service List for this Case.

Law Office of D. Wayne Leech, a Professional Corporation

DATED: December 26, 2017

/s/ D. Wayne Leech

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