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LEWIS BRISBOIS BISGAARD & SMITH LLP ARTHUR K. CUNNINGHAM, SB# 97506 2 E-Mail: Arthur.Cunningham@lewisbrisbois.com STEPHANIE J. TANADA, SB# 257769 E-Mail: Stephanie.Tanada@lewisbrisbois.com 3 650 East Hospitality Lane, Suite 600 San Bernardino, California 92408 4 Telephone: 909.387.1130 Facsimile: 909.387.1138 Attorneys for Defendants COUNTY OF RIVERSIDE. LIEUTENANT DONALD SHARP. SERGEANT RUDY CORTEZ, DEPUTY FENG VANG, DEPUTY RONALD WOODS, CORPORAL JERRY SAPPINGTON. SERGEANT RAYMOND DIETRICH, DEPUTY AARON NELSON, DEPUTY MICHAEL 10 CONTRERAS and DEPUTY AARON **GUZMAN** 11 UNITED STATES DISTRICT COURT 12 13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION 14 TOMMIE CASTREJON, CASE NO. EDCV 13-1254-DOC 15 (AJW) Plaintiff, 16 REVISED PROTECTIVE ORDER 17 VS. [Filed Concurrently With Notice of STANLEY SNIFF, Addendum et al., 19 Defendant. 20 21 The information and documents to be disclosed pursuant to this Court's Order 22 are subject to the following terms and conditions: 23 1. The plaintiff shall not convey, transfer, publish, distribute, copy, duplicate 24 or disseminate the information or documents so provided except as may be 25 reasonably necessary for the prosecution of this litigation, by communicating with the parties, or investigators, consultants and experts retained on behalf of the parties **26** 27 in this matter. 2. Prior to the dissemination of any such information or documents pursuant

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to this order, plaintiff shall inform such person of the terms and conditions of this Agreement and secure such person's agreement to be bound by it.

- 3. Plaintiff is expressly prohibited from utilizing the disclosed information or documents for any purpose other than the prosecution this case, Castrejon v. Stanley Sniff, et al. EDCV 13-01254 DOC (AJW). The information and/or documents disclosed shall not be utilized in any other proceeding or litigation, or for any other purpose.
- 4. Plaintiff is expressly prohibited from duplicating, copying or otherwise distributing or disseminating any of the disclosed information or documents to any person or entity other than as necessary in the prosecution of this case.
- 5. Plaintiff may only access the responsive materials in the Prison Litigation Coordinator's Office. All materials will be sent by Defendants directly to the Litigation Coordinator's Office at Corcoran State Prison where plaintiff may arrange for a legal review of such documents. Plaintiff may not remove the documents from the Litigation Coordinator's Office.
- 6. All parties shall take reasonable precautions to prevent the unauthorized or inadvertent disclosure of any of the protected information or documents.
- 7. The copies of any records disclosed to plaintiff pursuant to this Order may be distinctively marked, provided that such marking does not obscure or obliterate the content of any record, and may be stamped with substantially the following language: "CONFIDENTIAL UNLAWFUL TO DUPLICATE."
- 8. In the event plaintiff shall violate or threaten to violate any terms of this Agreement, the aggrieved party may immediately apply to obtain injunctive relief from this court against Plaintiff violating or threatening to violate any of the terms of this Agreement. The parties hereto, and those persons to whom disclosures are made under the terms of this Agreement, consent that the court shall have the power to impose whatever penalties it deems appropriate for the violation of this

Agreement.

9. This Agreement shall survive the final termination of this action, to the extent that the information or documents disclosed remain confidential and have not become known to the public, and the court shall retain jurisdiction to resolve any dispute concerning the use of the information or documents disclosed herein.

10. Upon final conclusion of the present litigation, all copies of all documents ordered disclosed pursuant to this Order shall be returned to counsel for defendants who will then return them to the appropriate authorities of the COUNTY OF RIVERSIDE.

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11. The production of any documents pursuant to this Agreement does not represent an admission on the part of defendants that any of the documents so produced are admissible in evidence, and does not waive any objections to the admission of such documents at trial or hearing. IT IS SO ORDERED. inh & Wite DATED: \_\_June 29, 2015 By: Andrew J. Wistrich U. S. MAGISTRATE JUDGE 

[PROPOSED] PROTECTIVE ORDER

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