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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

DOROTHY GAYLOR and BLAYNE
CANNON, individually and as
successors in interest of AERIC GREYE
CANNON, deceased,

Plaintiffs,

v.

DEPUTY TREVOR D. MORIN #4340,
DEPUTY ROB W. STEWART #3210,
DEPUTY SEAN C. DENHAM #4319,
COUNTY OF RIVERSIDE,
RIVERSIDE COUNTY SHERIFFS
DEPARTMENT, DOES 1-10,

Defendants.

Case No. **5:16-cv-01224 JGB (KKx)**
STIPULATED PROTECTIVE ORDER

1. PURPOSE AND GOOD CAUSE

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 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential

1 treatment under the applicable legal principles. The parties further acknowledge, as set forth
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
3 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that
4 must be followed and the standards that will be applied when a party seeks permission from
5 the court to file material under seal.

6 **B. GOOD CAUSE STATEMENT**

7 This action is likely to involve the disclosure of employment and personnel records
8 of law enforcement, including, among other things, the identification of personal and
9 sensitive information such as birthdates, home addresses, phone numbers, and names of
10 family members, as well as information of third parties involved in personnel investigations
11 and/or complaints. Such confidential information (including potentially information
12 implicating privacy rights of third parties) would be information otherwise generally
13 unavailable to the public, or which may be privileged or otherwise protected from disclosure
14 under state or federal statutes, court rules, case decisions, or common law. Accordingly, to
15 expedite the flow of information, to facilitate the prompt resolution of disputes over
16 confidentiality of discovery materials, to adequately protect information the parties are
17 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary
18 uses of such material in preparation for and in the conduct of trial, to address their handling
19 at the end of the litigation, and serve the ends of justice, a protective order for such
20 information is justified in this matter. It is the intent of the parties that information will not
21 be designated as confidential for tactical reasons and that nothing be so designated without
22 a good faith belief that it has been maintained in a confidential, non-public manner, and there
23 is good cause why it should not be part of the public record of this case.

24 **2. DEFINITIONS**

25 2.1 Action: United States District Court, Central District – Eastern Division, Case
26 No. 5:16-cv-01224 JGB (KKx)
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1 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
2 information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
4 is generated, stored or maintained) or tangible things that qualify for protection under
5 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
7 support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or items
9 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner in which it is generated, stored, or maintained (including, among other
12 things, testimony, transcripts, and tangible things), that are produced or generated in
13 disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
16 witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action. House
18 Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or other
20 legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
22 Action but are retained to represent or advise a party to this Action and have appeared in
23 this Action on behalf of that party or are affiliated with a law firm which has appeared on
24 behalf of that party, and includes support staff.

25 2.11 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their support
27 staffs).
28

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
5 and organizing, storing, or retrieving data in any form or medium) and their employees and
6 subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
10 a Producing Party.

11 **3. SCOPE**

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

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

19 **4. DURATION**

20 Even after final disposition of this litigation, the confidentiality obligations imposed
21 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or
22 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
23 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
24 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
25 trials, or reviews of this Action, including the time limits for filing any motions or
26 applications for extension of time pursuant to applicable law.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
3 Party or Non-Party that designates information or items for protection under this Order must
4 take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. The Designating Party must designate for protection only those parts
6 of material, documents, items, or oral or written communications that qualify so that other
7 portions of the material, documents, items, or communications for which protection is not
8 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., to
11 unnecessarily encumber the case development process or to impose unnecessary expenses
12 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 promptly
15 notify all other Parties that it is withdrawing the inapplicable designation.

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

20 Designation in conformity with this Order requires:

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

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

12
13 (b) for testimony given in depositions that the Designating Party identify the
14 Disclosure or Discovery Material on the record, before the close of the deposition all
15 protected testimony.

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

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the Designating
23 Party's right to secure protection under this Order for such material. Upon timely correction
24 of a designation, the Receiving Party must make reasonable efforts to assure that the material
25 is treated in accordance with the provisions of this Order.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
28 confidentiality at any time that is consistent with the Court's Scheduling Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37.1 et seq.

3 6.3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
5 harass or impose unnecessary expenses and burdens on other parties) may expose the
6 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
7 confidentiality designation, all parties shall continue to afford the material in question the
8 level of protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge.

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

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this Action
13 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
14 may be disclosed only to the categories of persons and under the conditions described in this
15 Order. When the Action has been terminated, a Receiving Party must comply with the
16 provisions of section 13 below (FINAL DISPOSITION).

17 Protected Material will be made available for review by a Receiving Party at a date
18 and time mutually convenient for the Providing and Receiving Parties. In order to minimize
19 the disclosure of Protected Material, Receiving Party will mark all documents which it
20 wishes to receive and such documents will be copied and provided with Bates' stamp
21 numbering to Receiving Party.

22 Notably, with regard to the personnel files of the individual officers named as
23 defendants herein, Defendants, COUNTY OF RIVERSIDE, TREVOR MORIN, ROBERT
24 STEWART, and SEAN DENHAM, will provide DANIEL SHAPIRO, counsel for
25 Plaintiffs, access to the personnel files concerning Defendants, TREVOR MORIN,
26 ROBERT STEWART, and SEAN DENHAM relating to use of confidential informants,
27 false reports, dishonesty, or similar issues at a mutually convenient date at the Riverside
28 County Sheriff's Department's Professional Standards Bureau, located at 4095 Lemon

1 Street in Riverside, California so that Mr. Shapiro may review the files, mark those portions
2 he wishes to have copied, and then be provided with Bates' stamp numbered copies of said
3 documents.

4 Protected Material must be stored and maintained by a Receiving Party at a location
5 and in a secure manner that ensures that access is limited to the persons authorized under
6 this Order.

7 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
9 disclose any information or item designated "CONFIDENTIAL" only to:

10 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
12 the information for this Action;

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

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
16 is reasonably necessary for this Action and who have signed the "Acknowledgment and
17 Agreement to Be Bound" (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
21 to whom disclosure is reasonably necessary for this Action and who have signed the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
26 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
27 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to
28 keep any confidential information unless they sign the "Acknowledgment and Agreement

1 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by
2 the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter and may not be disclosed
4 to anyone except as permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel, mutually
6 agreed upon by any of the parties engaged in settlement discussions.

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

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

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

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

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

20 If the Designating Party timely seeks a protective order, the Party served with the
21 subpoena or court order shall not produce any information designated in this action as
22 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
23 issued, unless the Party has obtained the Designating Party’s permission. The Designating
24 Party shall bear the burden and expense of seeking protection in that court of its confidential
25 material and nothing in these provisions should be construed as authorizing or encouraging
26 a Receiving Party in this Action to disobey a lawful directive from another court.
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1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
2 **IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-Party
4 in this Action and designated as "CONFIDENTIAL." Such information produced by Non-
5 Parties in connection with this litigation is protected by the remedies and relief provided by
6 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
7 seeking additional protections.

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

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

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

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

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

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

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this Stipulated
4 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
5 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
6 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
7 disclosures were made of all the terms of this Order, and (d) request such person or persons
8 to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
9 Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

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

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
23 to seek its modification by the Court in the future.

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

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected Material
6 at issue. If a Party's request to file Protected Material under seal is denied by the court, then
7 the Receiving Party may file the information in the public record unless otherwise instructed
8 by the court.

9 **13. FINAL DISPOSITION**

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

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1 **14. VIOLATION**

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


4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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6 DATED: May ²⁵~~19~~, 2017

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9 DANIEL R. SHAPIRO
10 LAW OFFICES OF DANIEL R. SHAPIRO
11 Attorneys for Plaintiffs, DOROTHY GAYLOR and BLAYNE CANNON

12 DATED: May ²⁵~~19~~, 2017

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15 JAMES E. BROWN
16 Attorneys for Defendants, COUNTY OF RIVERSIDE, TREVOR MORIN, ROBERT
17 STEWART, and SEAN DENHAM

18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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20 DATED: June 14, 2017

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23 HONORABLE KENLY KIYA KATO
24 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the United States District
Court for the Central District of California on [date] in the case of _____ **[insert
formal name of the case and the number and initials assigned to it by the court]**. I agree
to comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____