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 7 RIVERSIDE, RIVERSIDE COUNTY
 SHERIFF'S DEPARTMENT, and
 8 DEPUTY SHERIFF BRYCE HUBBARD

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

11
 12 ASHRAF ABADIR,
 13 Plaintiff,

14 v.

15 COUNTY OF RIVERSIDE, a public
 entity; RIVERSIDE COUNTY
 16 SHERIFF'S DEPARTMENT, a public
 entity, DEPUTY SHERIFF
 17 HUBBARD, individually and as a
 Deputy Sheriff, and DOES 1-100,
 18 Defendants.

Case No. 5:17-CV-02120-DOC (SPx)

**STIPULATED PROTECTIVE
 ORDER**

19
 20 **1. PURPOSES AND LIMITATIONS**

21 Discovery in this action is likely to involve production of confidential,
 22 proprietary or private information for which special protection from public
 23 disclosure and from use for any purpose other than prosecuting this litigation may
 24 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 25 enter the following Stipulated Protective Order. The parties acknowledge that this
 26 Order does not confer blanket protections on all disclosures or responses to
 27 discovery and that the protection it affords from public disclosure and use extends
 28 only to the limited information or items that are entitled to confidential treatment

Case No. 5:17-CV-02120-DOC (SPx)

STIPULATED PROTECTIVE ORDER

1 under the applicable legal principles.

2 The parties further acknowledge, as set forth in Section 13.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information
4 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
5 and the standards that will be applied when a party seeks permission from the court
6 to file material under seal.

7 **2. GOOD CAUSE STATEMENT**

8 This action is likely to involve materials pertaining to the defendants'
9 investigation and prosecution of Ashraf Abadir, including information which may
10 be contained in internal law enforcement files and identifying information relating
11 to law enforcement officials for which special protection from public disclosure and
12 from use for any purpose other than prosecution of this action is warranted. Such
13 confidential materials and information consist of, among other things, materials
14 pertaining to the investigation and prosecution of Ashraf Abadir (including
15 information implicating privacy rights of defendants and third parties), information
16 otherwise generally unavailable to the public, or materials which may be privileged
17 or otherwise protected from disclosure under state or federal statutes, court rules,
18 case decisions, or common law, including law enforcement personnel files.
19 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
20 of disputes over confidentiality of discovery materials, to adequately protect
21 information the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in preparation for and in the
23 conduct of trial, to address their handling at the end of the litigation, and serve the
24 ends of justice, a protective order for such information is justified in this matter. It is
25 the intent of the parties that information will not be designated as confidential for
26 tactical reasons and that nothing be so designated without a good faith belief that it
27 has been maintained in a confidential, non-public manner, and there is good cause
28 why it should not be part of the public record of this case.

1 **3. DEFINITIONS**

2 3.1 Action: Ashraf Abadir v. County of Riverside, et al., 5:17-cv-02120-
3 DOC-SPx.

4 3.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 3.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
9 the Good Cause Statement.

10 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 3.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 3.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 3.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 3.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 3.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 3.10 Outside Counsel of Record: attorneys who are not employees of a party
28 to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 3.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 3.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 3.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 3.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **4. SCOPE**

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

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

24 **5. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **6. DESIGNATING PROTECTED MATERIAL**

6 6.1 Exercise of Restraint and Care in Designating Material for Protection
7 Each Party or Non-Party that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material
9 that qualifies under the appropriate standards. The Designating Party must designate
10 for protection only those parts of material, documents, items, or oral or written
11 communications that qualify so that other portions of the material, documents,
12 items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 6.2 Manner and Timing of Designations.

23 Except as otherwise provided in this Order (see, e.g., second paragraph of
24 section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
25 Material that qualifies for protection under this Order must be clearly so designated
26 before the material is disclosed or produced.

27 Designation in conformity with this Order requires:

- 28 (a) Information in Documentary Form

1 For information in documentary form (e.g., paper or electronic documents,
2 but excluding transcripts of depositions or other pretrial or trial proceedings), that
3 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
4 “CONFIDENTIAL legend”), to each page that contains protected material. If only a
5 portion or portions of the material on a page qualifies for protection, the Producing
6 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
7 markings in the margins).

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

20 (b) Testimony Given in Depositions

21 For testimony given in depositions, that the Designating Party identify the
22 Disclosure or Discovery Material on the record, before the close of the deposition all
23 protected testimony.

24 (c) Information Produced in Some Form other than Documentary and
25 for Any Other Tangible Items

26 For information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants
2 protection, the Producing Party, to the extent practicable, shall identify the protected
3 portion(s).

4 6.3 Inadvertent Failures to Designate.

5 If timely corrected, an inadvertent failure to designate qualified information
6 or items does not, standing alone, waive the Designating Party’s right to secure
7 protection under this Order for such material. Upon timely correction of a
8 designation, the Receiving Party must make reasonable efforts to assure that the
9 material is treated in accordance with the provisions of this Order.

10 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 7.1 Timing of Challenges

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

14 7.2 Meet and Confer

15 The Challenging Party shall initiate the dispute resolution process under
16 Local Rule 37.1 et seq.

17 7.3 Burden of Persuasion

18 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges, and those made for an improper purpose
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
21 expose the Challenging Party to sanctions. Unless the Designating Party has waived
22 or withdrawn the confidentiality designation, all parties shall continue to afford the
23 material in question the level of protection to which it is entitled under the
24 Producing Party’s designation until the Court rules on the challenge.

25 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

26 8.1 Basic Principles

27 A Receiving Party may use Protected Material that is disclosed or produced
28 by another Party or by a Non-Party in connection with this Action only for

1 prosecuting, defending, or attempting to settle this Action. Such Protected Material
2 may be disclosed only to the categories of persons and under the conditions
3 described in this Order. When the Action has been terminated, a Receiving Party
4 must comply with the provisions of Section 14, FINAL DISPOSITION, below.

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

8 8.2 Disclosure of "CONFIDENTIAL" Information or Items

9 Unless otherwise ordered by the court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item
11 designated "CONFIDENTIAL" only to:

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

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

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

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

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

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

27 (h) during their depositions, witnesses ,and attorneys for witnesses, in
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
2 they will not be permitted to keep any confidential information unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may
6 be separately bound by the court reporter and may not be disclosed to anyone except
7 as permitted under this Stipulated Protective Order; and

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

10 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
11 **PRODUCED IN OTHER LITIGATION**

12 9.1 Subpoena or Court Order in Other Litigation

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

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

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

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

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” before a determination by the court from which the
27 subpoena or order issued, unless the Party has obtained the Designating Party’s
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these provisions
2 should be construed as authorizing or encouraging a Receiving Party in this Action
3 to disobey a lawful directive from another court.

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

6 10.1 NON-PARTY INFORMATION

7 The terms of this Order are applicable to information produced by a Non-
8 Party in this Action and designated as “CONFIDENTIAL.” Such information
9 produced by Non-Parties in connection with this litigation is protected by the
10 remedies and relief provided by this Order. Nothing in these provisions should be
11 construed as prohibiting a Non-Party from seeking additional protections.

12 In the event that a Party is required, by a valid discovery request, to produce a
13 Non-Party’s confidential information in its possession, and the Party is subject to an
14 agreement with the Non-Party not to produce the Non-Party’s confidential
15 information, then the Party shall:

16 (a) promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (b) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (c) make the information requested available for inspection by the Non-
23 Party, if requested.

24 If the Non-Party fails to seek a protective order from this court within 14 days
25 of receiving the notice and accompanying information, the Receiving Party may
26 produce the Non-Party’s confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.

4 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

13 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

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

25 **13. MISCELLANEOUS**

26 13.1 Right to Further Relief.

27 Nothing in this Order abridges the right of any person to seek its modification
28 by the Court in the future.

1 reports, attorney work product, and consultant and expert work product, even if such
2 materials contain Protected Material. Any such archival copies that contain or
3 constitute Protected Material remain subject to this Protective Order as set forth in
4 Section 5, DURATION.

5 **15. VIOLATIONS**

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

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10
11 DATED: January 3, 2018

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

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13
14 By: /s/ Michael R. Watts
15 Eugene P. Ramirez, Esq.
16 Michael R. Watts, Esq.
17 Attorneys for Defendants, COUNTY OF
18 RIVERSIDE, RIVERSIDE COUNTY
19 SHERIFF'S DEPARTMENT, and
DEPUTY SHERIFF BRYCE HUBBARD

20 DATED: January 3, 2018

CUTLER LEGAL, A LAW FIRM

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23 By: /s/ Carolina Veronica Cutler
24 Carolina Veronica Cutler, Esq.
25 Attorney for Plaintiff, ASHRAF ABADIR

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E-SIGNATURE AFFIRMATION

Pursuant to the United States District Court, Central District of California
Local Rule 5-4.3.4, I attest that all other signatories listed, and on whose behalf the
filing is submitted, concur in the filing's content and have authorized the filing.

DATED: January 3, 2018

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: /s/ Michael R. Watts
Eugene P. Ramirez
Michael R. Watts
Attorneys for Defendants, COUNTY OF
RIVERSIDE, RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT, and
DEPUTY SHERIFF BRYCE HUBBARD

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: January 9, 2018

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5 By: 
6 Hon. Sheri Pym
7 United States Magistrate Judge

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MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

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 _____ **Ashraf Abadir v. County of Riverside, et
al.**, Case No. 5:17-CV-02120-DOC (SPx). 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: _____

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