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 11 BLAKE BLANEY

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

14 CHARLES HUNTSMAN,  
 15 Plaintiff,

16 v.

17 WESLEY DEAN; ERIC GIUMMO;  
 18 AUSTIN KINNEY; and BLAKE  
 19 BLANEY,  
 20 Defendants.

Case No. 8:16-cv-01561 <sup>JVS</sup>~~JVA~~ (ASx)  
 Assigned for All Purposes to:  
 Judge : James V. Selna  
 Dept. 10C

**STIPULATED PROTECTIVE ORDER**

Action Date: 9/6/16  
 Trial Date: 12/05/17

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

Plaintiff CHARLES HUNTSMAN (“Plaintiff”) and Defendants WESLEY DEAN, ERIC GIUMMO, AUSTIN KINNEY, and BLAKE BLANEY (“Defendants”) (collectively referred to as “the Parties”) hereby stipulate, through their respective counsel of record, to the following:

**1. INTRODUCTION**

**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

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

11 **B. GOOD CAUSE STATEMENT**

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

1 **2. DEFINITIONS**

2 2.1 Action: the above-captioned lawsuit of *Huntsman v. Dean, et al.*,  
3 USDC Case No. 8:16-cv-01561-JVS-(ASx).

4 2.2 Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6 2.3 “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 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12 2.5 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 2.6 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  
18 or generated in disclosures or responses to discovery in this matter.

19 2.7 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 2.8 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 2.9 Non-Party: any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a  
28 party to this Action but are retained to represent or advise a party to this Action and  
have appeared in this Action on behalf of that party or are affiliated with a law firm

1 which has appeared on behalf of that party, and includes support staff.

2 2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7 2.13 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL.”

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

### 15 **3. SCOPE**

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

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

### 23 **4. DURATION**

24 Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
28 with or without prejudice; and (2) final judgment herein after the completion and  
exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations.

21 Except as otherwise provided in this Order (see, e.g., second paragraph of  
22 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
23 Discovery Material that qualifies for protection under this Order must be clearly so  
24 designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
27 documents, but excluding transcripts of depositions or other pretrial or trial  
28 proceedings), that the Producing Party affix at a minimum, the legend  
"CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that

1 contains protected material. If only a portion or portions of the material on a page  
2 qualifies for protection, the Producing Party also must clearly identify the protected  
3 portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine  
10 which documents, or portions thereof, qualify for protection under this Order.

11 Then, before producing the specified documents, the Producing Party must  
12 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.  
13 If only a portion or portions of the material on a page qualifies for protection, the  
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
15 appropriate markings in the margins).

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

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

### 25 5.3 Inadvertent Failures to Designate.

26 If timely corrected, an inadvertent failure to designate qualified information  
27 or items does not, standing alone, waive the Designating Party’s right to secure  
28 protection under this Order for such material. Upon timely correction of a  
designations, the Receiving Party must make reasonable efforts to assure that the

1 material is treated in accordance with the provisions of this Order.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges.

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

6 6.2 Meet and Confer.

7 The Challenging Party shall initiate the dispute resolution process under  
8 Local Rule 37-1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party.

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

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

18 7.1 Basic Principles.

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

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

28 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the

1 Designating Party, a Receiving Party may disclose any information or item  
2 designated “CONFIDENTIAL” only to:

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

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the 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 1 hereto; and (2) they  
21 will not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order; and

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

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

1 **PRODUCED IN OTHER LITIGATION**

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

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

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

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

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

21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS LITIGATION**

23 (a) The terms of this Order are applicable to information produced by a  
24 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
25 produced by Non-Parties in connection with this litigation is protected by the  
26 remedies and relief provided by this Order. Nothing in these provisions should be  
27 construed as prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to  
produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

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

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

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

11 (c) If the Non-Party fails to seek a protective order from this court within  
12 14 days of receiving the notice and accompanying information, the Receiving Party  
13 may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
15 not produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the court.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and  
18 expense of seeking protection in this court of its Protected Material.

## 18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
22 writing the Designating Party of the unauthorized disclosures, (b) use its best  
23 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
24 person or persons to whom unauthorized disclosures were made of all the terms of  
25 this Order, and (d) request such person or persons to execute the "Acknowledgment  
26 and Agreement to Be Bound" that is attached hereto as Exhibit A.

## 27 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 28 **PROTECTED MATERIAL**

1           When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other  
3 protection, the obligations of the Receiving Parties are those set forth in Federal  
4 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
5 whatever procedure may be established in an e-discovery order that provides for  
6 production without prior privilege review. Pursuant to Federal Rule of Evidence  
7 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
8 of a communication or information covered by the attorney-client privilege or work  
9 product protection, the parties may incorporate their agreement in the stipulated  
10 protective order submitted to the court.

## 11       **12. MISCELLANEOUS**

12           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20           12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. However, only the portions of documents,  
24 including briefs, exhibits, or any other moving or opposing papers that contain  
25 Protected Material need to be filed under seal. If a Party's request to file Protected  
26 Material under seal is denied by the court, then the Receiving Party may file the  
27 information in the public record unless otherwise instructed by the court.

## 28       **13. FINAL DISPOSITION**

          After the final disposition of this Action, as defined in paragraph 4, within 60

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

18 **14. PUNISHMENT FOR VIOLATION OF THIS ORDER**

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

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

23 DATED: April 21, 2017

Law Offices of York & Garvey

/s/ Darrell York

24 \_\_\_\_\_  
25 Darrell York, Esq.  
26 Attorneys for Plaintiff  
27 CHARLES HUNTSMAN  
28

1 DATED: April 21, 2017

Koeller, Nebeker, Carlson & Haluck, LLP

2 /s/ Zachary Schwartz

3 \_\_\_\_\_  
4 William L. Haluck, Esq.  
5 Zachary Schwartz, Esq.  
6 Attorneys for Defendants  
7 WESLEY DEAN, ERIC GIUMMO, AUSTIN  
8 KINNEY, BLAKE BLANEY

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

10 Date: April 25, 2017

\_\_\_\_\_ /s/

11 Honorable Alka Sagar  
12 United States Magistrate Judge

13 **ECF Certification**

14 I, Zachary Schwartz, attest in accordance with Local Rule 5-4.3.4 that all  
15 other signatories, and on whose behalf the filing is submitted, concur in the  
16 contents of this filing and have authorized me to so file it.

17 DATED: April 21, 2017

Koeller, Nebeker, Carlson & Haluck, LLP

18 /s/ Zachary Schwartz

19 \_\_\_\_\_  
20 William L. Haluck, Esq.  
21 Zachary Schwartz, Esq.  
22 Attorneys for Defendants  
23 WESLEY DEAN, ERIC GIUMMO, AUSTIN  
24 KINNEY, BLAKE BLANEY

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address],  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on \_\_\_\_\_ [date] in the case of *Huntsman v.*  
8 *Dean, et al.*, United States District Court-Central District Case No. 8:16-cv-01561  
9 JVA (ASx). I agree to comply with and to be bound by all the terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so  
11 comply could expose me to sanctions and punishment in the nature of contempt. I  
12 solemnly promise that I will not disclose in any manner any information or item  
13 that is subject to this Stipulated Protective Order to any person or entity except in  
14 strict compliance with the provisions of this Order.

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

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_