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Eugene P. Ramirez, Esq. (SBN 134865)
Tony M. Sain, Esq. (SBN 251626)
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 South Figueroa Street
15th Floor at 801 Tower
Los Angeles, CA 90017
Telephone: (213) 624-6900
Facsimile: (213) 624-6999
epr@manningllp.com and tms@manningllp.com

Attorneys for Defendants, CITY OF COALINGA
and CHIEF CAL MINOR

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

ROBERTO JUAREZ,

Plaintiffs,

vs.

CITY OF COALINGA, CHIEF CAL
MINOR, CALIFORNIA HIGHWAY
PATROL, CAPTAIN DANIEL MINOR,
and DOES 1 through 10, Inclusive,

Defendants.

) Case No.:
) **1:11-CV-00733-LJO-SMS**
) [*Hon. Lawrence J. O’Neill, District*
) [*Judge; Hon. Sandra M. Snyder,*
) [*Magistrate Judge*]
)
) [**DISCOVERY MATTER**]
)
) **STIPULATION OF THE**
) **PARTIES FOR ENTRY OF**
) **PROTECTIVE ORDER RE**
) **CONFIDENTIAL DOCUMENTS;**
) **PROTECTIVE ORDER**
)
) Complaint Filed: 02/10/2011

TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL:

IT IS HEREBY STIPULATED by and between the parties to this action,
plaintiff ROBERTO JUAREZ (“Plaintiff”), defendants CITY OF COALINGA
 (“City”) and CHIEF CAL MINOR (hereafter collectively as “City Defendants”), and
defendants CALIFORNIA HIGHWAY PATROL (“CHP”) and CAPTAIN DANIEL
MINOR (hereafter collectively as “State Defendants”), by and through their
respective counsel of record, and pursuant to the extent applicable to Federal Rules
of Civil Procedure 5.2 and 26 and United States District Court, Eastern District of
California Local Rules 141.1, 143, and 251, as follows:

GOOD CAUSE STATEMENT.

1
2 1. The parties acknowledge that there are certain types of documents and
3 records that may potentially be discoverable or relevant in this action but whose
4 discovery may be complicated or prohibited by issues of confidentiality, intellectual
5 property, work product protections, or various privileges: such documents potentially
6 include but are not limited to police/peace officer personnel files, including Internal
7 Affairs (“IA”) investigation file documents, and comparable official government
8 information; medical records for any natural person who is a party to this action; tax
9 and/or financial records; and comparable records that one typically treats as
10 confidential in the normal course of business or affairs.

11 2. In light of the foregoing, the parties further acknowledge that, absent a
12 protective order to limit the use or publication of such documents, in order to
13 preserve the parties’ respective interests, the parties might otherwise withhold certain
14 documents from production or disclosure, which can then result in costly discovery
15 disputes potentially requiring Court intervention.

16 3. The parties further contend that: (1) absent a *Pitchess* motion and court
17 order thereon (or comparable discovery order), police/peace officer personnel
18 records – including internal affairs investigation files and related complaints,
19 statements, and records – are deemed confidential and preserved from disclosure
20 under California state law (*e.g.*, California Penal Code §§ 832.7 and 832.8;
21 California Evidence Code §§ 1040, 1043, and 1045); and (2) police/peace officer
22 personnel records are also deemed confidential by federal decisional law (*e.g.*,
23 *Sanchez v. Santa Ana Police Department*, 936 F.2d 1027, 1033-1034 (9th Cir.
24 1990)).

25 4. The parties further contend that police/peace officer personnel files and
26 internal affairs investigation files include information which is both personal in
27 nature and which could potentially impact the liberty interests of the involved
28 police/peace officers named within those files.

1 5. The parties further contend that individual peace officers have an
2 interest in protecting their own privacy rights relating to investigations and other
3 information in their personnel files. The parties further contend that investigations
4 and information in peace officer personnel files affect peace officers' ability to
5 remain employed, to transfer to other law enforcement agencies, and/or to become
6 employed as law enforcement officers again in the future.

7 6. Defendants further contend that unfettered release of internal affairs
8 investigation files and/or peace officer personnel file records has the potential for
9 untold negative results.

10 7. Defendants contend that the CITY OF COALINGA Police Department
11 (hereinafter as the "Police Department") and/or the CALIFORNIA HIGHWAY
12 PATROL (hereinafter as the "CHP") has the responsibility for conducting internal
13 affairs investigations and maintaining documents related to internal affairs
14 investigations involving the applicable law enforcement agency's officers. Internal
15 affairs investigation files often become part of the subject peace officer's personnel
16 file.

17 8. Defendants contend that random and uncontrolled dissemination of
18 internal affairs investigation files, in particular, could greatly harm peace officers
19 who serve the citizens of the CITY OF COALINGA (hereafter "City") or who serve
20 the State of California. Plaintiffs disagree with these contentions and in no way
21 concede to any of these arguments.

22 9. Law enforcement agencies, including the Police Department and the
23 CHP, do not routinely share information contained in internal affairs or other
24 investigations about its employees, or other information contained in peace officer
25 personnel or internal affairs files, unless ordered to do so by a court of jurisdiction.
26 Within the Police Department and CHP, access to personnel and internal affairs files
27 is restricted to those on a "need to know" basis. Controlled access to the files is
28 regarded by the Police Department and CHP as essential in order to assure the

1 integrity and security of such files. Plaintiffs disagree with these contentions and in
2 no way concede to any of these arguments.

3 10. Defendants contend that uncontrolled disclosure of information gathered
4 during an Internal Affairs Division investigation, and internal affairs or police
5 investigation case file information generally, can disrupt the vital, day-to-day
6 operations of the Police Department or CHP, erode the integrity and security of the
7 files, affect the morale of Police Department or CHP personnel, and frustrate the
8 legitimate purposes of gathering the information in these files. Plaintiffs disagree
9 with these contentions and in no way concede to any of these arguments.

10 11. Defendants contend that information contained in an internal affairs
11 investigation case file is gathered and maintained in confidence by the law
12 enforcement agency that is the custodian of records of such files, including the Police
13 Department and/or CHP. The information gathered in these case files includes the
14 statements of third party witnesses that were collected in confidence. Witnesses are
15 told that the confidentiality of their statements will be protected and that such
16 statements are for the confidential use of the law enforcement agency that collected
17 them. These files often contain embarrassing facts. At a minimum, defendants
18 believe that uncontrolled release of such case files would cause a needless intrusion
19 of privacy rights. The ability to collect third party witness statements in confidence
20 is essential in order to have honest and open discussions that advance legitimate law
21 enforcement interests such as investigations of misconduct or of crimes. Plaintiffs
22 disagree with these contentions and in no way concede to any of these arguments.

23 12. Defendants contend that internal affairs investigation files are reviewed
24 by appropriate command officers in the law enforcement agency that is the custodian
25 of records of such files, including the Police Department and/or CHP, for several
26 reasons, including: (1) to determine whether the involved officers violated any
27 official or government/law enforcement agency policies or procedures; (2) to
28 determine whether administrative discipline and/or retraining of the involved officers

1 is necessary; and (3) to ascertain if Police Department or CHP policies and
2 procedures in areas such as supervision, training, and tactics should be modified.
3 Defendants further contend that internal affairs investigation files are an essential
4 instrument that the law enforcement agency that is the custodian of records of such
5 files, including the Police Department and/or CHP, uses to conduct a careful, critical
6 self-evaluation, so that it may better serve the citizens of the City or State, as
7 applicable. Honest and candid analysis and discussion is necessary to determine
8 whether errors were committed and to prevent further mistakes, if any are
9 discovered. However, widespread dissemination of internal affairs files may
10 discourage frank discussions about internal matters in the future and may prevent
11 remedial measures. Plaintiffs disagree with these contentions and in no way concede
12 to any of these arguments.

13 13. Defendants contend that the ability of the law enforcement agency that
14 is the custodian of records of such internal affairs investigation files, including the
15 Police Department and/or CHP, to engage in critical self-analysis will be greatly
16 inhibited by random and uncontrolled release of information from internal affairs
17 investigation files. It is not unusual that statements made to officers investigating
18 internal affairs matters, such as allegations of officer misconduct, include those
19 statements that are against the self-interest of the interviewed witnesses – often
20 against the penal interests of those involved, as statements given could lead to
21 criminal liability. Plaintiffs disagree with these contentions and in no way concede
22 to any of these arguments.

23 14. Defendants further contend that peace officers do not have the same
24 rights as the typical citizen when submitting to an internal affairs investigation
25 interview. Though peace officers may invoke their Fifth Amendment right against
26 self-incrimination, they are compelled under *Lybarger* to give a statement in order to
27 remain employed. Investigators performing an internal affairs investigation inform
28 officers that they must cooperate in the investigation and that a failure to cooperate

1 will subject them to discipline, up to and including discharge from office. California
2 law authorizes this procedure and prevents statements so obtained from being used in
3 any subsequent criminal proceeding. Defendants contend that it is contrary to the
4 principles of fundamental fairness to allow unfettered release of internal affairs
5 investigation case files when an officer's statement has been so compelled, especially
6 when the plaintiff is not requesting this type of release. Additionally, unfettered
7 exposure of information in internal affairs investigation files could threaten the
8 safety and well-being of the individuals who provide such information, as well as the
9 safety and well-being of their families and their associates. Plaintiffs disagree with
10 these contentions and in no way concede to any of these arguments.

11 15. Defendants contend that the interest in having critical self-analysis held
12 by the citizens of the City and State outweighs plaintiff's interest, if any, in an
13 uncontrolled release. Plaintiff disagrees with these contentions and in no way
14 concedes to any of these arguments. Plaintiff, through plaintiff's counsel, has
15 executed this Stipulation and [Proposed] Protective Order, and is therefore not
16 requesting this type of uncontrolled release.

17 16. Defendants further contend that though plaintiff may be entitled to
18 examine the information in select peace officer files for the purposes of plaintiff's
19 own personal lawsuit(s), there is no other valid reason to have a copy of a peace
20 officer's personnel file, and defendants contend that a protective order is necessary to
21 prevent random distribution of such information if and when disclosed for the
22 reasons stated herein above. This Stipulation and [Proposed] Protective Order thus
23 also requires each plaintiff to this action to return the documents produced at the
24 conclusion of this lawsuit. Defendants believe this requirement ensures that the
25 intrusion into the privacy, employment, and other rights of those involved is limited
26 to the particular case in which the facts are relevant.

27 17. The parties further acknowledge that the aforementioned privilege
28 and/or confidentiality interests in Confidential Documents, as applicable, are of such

1 significance that there is a particularized needs for their protection by Court Order,
2 particularly in light of the fact that a mere agreement or stipulation between the
3 parties cannot provide an adequate remedy at law for disclosure of Confidential
4 Documents in that the aforementioned negative effects from disclosure cannot be
5 adequately remedied by damages.

6 18. The parties further acknowledge that, in the interest of judicial economy
7 and economy to the parties, it is advisable to obtain a protective order that permits
8 designation of specific subject documents and records *after* the entry of the
9 protective order.

10 19. Therefore, in light of the foregoing, the parties agree that certain types
11 of Confidential Documents, records, and/or information should be the subject of a
12 protective order by the Court. Accordingly, the parties, by and through their
13 attorneys of record in this action, hereby **stipulate that good cause exists for a**
14 **protective order in this matter regarding Confidential Documents and/or**
15 **information**, and the parties respectfully request the procedural protections listed
16 herein below.

17 **STIPULATION AND PROTECTIVE ORDER.**

18 20. The parties, in the production or disclosure of documents, records,
19 information, or tangible things in this case (hereafter“documents”) may designate
20 certain documents as “Confidential” (collectively herein as “Confidential
21 Documents”). The types of documents which may be designated as Confidential
22 Documents hereunder include but are not limited to peace officer personnel files and
23 all records which are typically contained within or associated with such peace officer
24 personnel files according to the regular practices of the law enforcement agency
25 which is the custodian of such records, including but not limited to: internal affairs
26 investigations and related interviews and reports; peace officer personal financial and
27 asset information; peace officer medical records in the custody of the peace officer’s
28 law enforcement agency employer; records regarding peace officer discipline; law

1 enforcement agency employment investigations and related interviews and reports;
2 interviews and reports related to personnel complaints by peace officers and/or
3 citizen complaints against peace officers; and peace officer training records.

4 21. This Stipulation and [Proposed] Protective Order also requires each
5 party to this action to return the Confidential Documents produced to that party at the
6 conclusion of this lawsuit, subject to certain exceptions specified *infra*: this
7 requirement is intended to ensure that the use of Confidential Documents is limited
8 to the particular case in which the facts or documents are relevant or at issue. The
9 parties further agree that this Stipulation and its terms and provisions, and any Order
10 based thereon, is/are applicable only to the above entitled matter and may not be used
11 in the proceedings of any other matter for the purpose of establishing good cause for
12 a similar stipulation or protective order, nor as a basis for any contention that certain
13 documents or records should or should not be produced in another matter.

14 22. The mechanism by which parties may designate documents as
15 Confidential Documents is either by marking the individual documents as being
16 “Confidential”; or by enclosing, with the documents such party intends to be treated
17 as Confidential Documents hereunder, written disclosures or discovery responses or
18 correspondence identifying the enclosed documents as “Confidential”; or by
19 enclosing a copy of this Stipulation and Protective Order with the documents such
20 party intends to be treated as Confidential Documents hereunder. The preferred
21 method of designating documents as Confidential Documents is to employ all of the
22 aforementioned means of designation, but such is not required hereunder.

23 23. The parties agree that documents marked as “Confidential” shall be so
24 marked in a manner that does not obstruct the substance of that document’s text or
25 record’s content. The parties further agree that no party shall be permitted to alter or
26 copy a document or record designated as “Confidential” so as to make it appear that
27 such copy of such document or record was not a Confidential Document subject to
28 the terms of this Stipulation and Protective Order; the parties further agree that such

1 alteration or copying shall subject the party or counsel who engages in such action
2 regarding such documents to sanctions, at the discretion of the Court. Nothing in
3 this paragraph shall be construed so as to prohibit transparent “highlighting” of any
4 Confidential Document for emphasis, provided that prior to filing any such
5 “highlighted” document with the Court and/or prior to publishing such “highlighted”
6 document to the finder of fact or jury in this matter, the party adding such
7 “highlighting” emphasis informs the Court or the fact finder, as applicable, that the
8 “highlighting” party has added such “highlighting” emphasis to the document at
9 issue (i.e., that such “highlighting” was *not* on the original document).

10 24. Hereafter, a party who has designated documents as Confidential
11 Documents shall be referred to as the “producing-disclosing party [or counsel]” and
12 the party to whom such documents are produced or disclosed shall be referred to as
13 the “recipient party [or counsel].”

14 25. Confidential Documents shall be used only in preparation for the above
15 entitled action, up to and including the completion of judicial proceedings, as well as
16 any appellate phase of this action, and not for any other purpose, including any other
17 litigation or dispute, and may not be disclosed or disseminated to any other persons,
18 including to any other counsel, other than as set forth in this Stipulation and
19 Protective Order.

20 26. In the event that a recipient party or counsel contends that any
21 Confidential Documents were already in the possession of that recipient party, or that
22 recipient counsel, prior to the date of this Stipulation and Protective Order, or prior
23 to such documents’ production in this matter by the producing-disclosing party, the
24 recipient party or counsel shall have the burden of proving that any such documents
25 were in fact already in the possession of the recipient party or that party’s counsel
26 prior to the date of this Stipulation and Protective Order, or prior to such documents’
27 production in this matter.

28 ///

1 27. The parties will attempt to resolve any issue regarding such disputed
2 documents or records pursuant to Federal Rule of Civil Procedure 37(a)(1) before
3 submitting any such dispute-issue to the Court.

4 28. Notwithstanding the foregoing, and despite any dispute as to whether
5 any documents produced should be subject to the terms of the Stipulation and
6 Protective Order due to prior possession, the parties will continue to treat the
7 document(s) at issue as confidential and subject to this Stipulation and Protective
8 Order until the Court rules upon the dispute or until the parties reach agreement on
9 the issue, whichever comes first.

10 29. If, upon review of such a dispute, the Court determines that the disputed
11 Confidential Documents were already in the possession of the recipient party or
12 counsel prior to the date of this Stipulation and Protective Order, or prior to such
13 documents' production in this matter (i.e., by the producing-disclosing party), those
14 specific documents shall *not* be subject to paragraph 42's provisions on destruction of
15 copies nor to paragraph 43's provisions on return of documents at the conclusion of
16 litigation, nor shall the recipient party or counsel be prohibited from using those
17 specific documents in other litigation: otherwise, the remaining provisions of this
18 Stipulation and Protective Order shall continue to apply to such documents as
19 Confidential Documents hereunder.

20 30. The recipient parties to the above entitled action, and/or their counsel,
21 and/or their agents or the agents or employees of their counsel, shall secure and
22 maintain the confidentiality of any and all Confidential Documents in their
23 possession, and shall ensure that such Confidential Documents are used only for the
24 purposes set forth in this Stipulation, and for no other purpose, and subject to the
25 terms and provisions of this Stipulation and Protective Order.

26 31. Nothing in this Stipulation and Protective Order shall be construed as a
27 waiver by any party of any right to object on any ground to the use in any
28 proceeding, or to the admission into evidence, of any Confidential Documents.

1 Nothing in this Stipulation and Protective Order shall be construed so as to prevent
2 the admission of Confidential Documents into evidence at the trial of this matter
3 solely on the basis of the documents' designation as Confidential Documents.

4 32. Nothing in this Stipulation and Protective Order shall be construed as a
5 waiver by any party of any right it would otherwise have to object to disclosing or
6 producing any information or documents on any ground not specifically addressed in
7 this Stipulation and Protective Order, including but not limited to objections pursuant
8 to the California Government Code; California Evidence Code; California Penal
9 Code; the Official Records Privilege; the federal Official Information Privilege; the
10 federal Executive Deliberative Process Privilege; the attorney-client privilege; the
11 physician-patient privilege; the therapist-patient privilege; the attorney work product
12 protection; the taxpayer privilege; the right to Privacy under the United States
13 Constitution or the California Constitution; or any other applicable state or federal
14 authority or other privilege against disclosure or production available under any
15 provision of federal or California law. Nothing in this Stipulation and Protective
16 Order shall be construed as *requiring* the production or disclosure of documents or
17 information that may be or have been designated as Confidential Documents
18 hereunder.

19 33. This Stipulation and Protective Order shall not be construed as a
20 stipulation by any party that any privilege asserted by any party regarding
21 Confidential Documents, whether produced or disclosed or not, is applicable or valid
22 as to such documents; however, all parties, by and through their undersigned
23 counsel, agree to abide by the terms of this Stipulation and Protective Order and to
24 maintain such documents' confidentiality pursuant to the terms of this Stipulation
25 and Protective Order.

26 34. Disclosed Confidential Documents shall be in the sole custody of
27 recipient counsel or recipient party to whom such documents are produced, who shall
28 be prohibited from releasing or disseminating, to any other persons – including but

1 not limited to legal counsel – any or all such Confidential Documents, except as
2 specifically delineated in this Stipulation and Protective Order.

3 35. All those permitted by a recipient counsel or party to review any
4 Confidential Documents must be informed of the terms of this Stipulation and
5 Protective Order and must agree to abide by such Stipulation and Protective Order
6 *before* the recipient party or counsel may produce or disclose such documents to such
7 person(s).

8 36. Confidential Documents may be disseminated, released, copied, shared,
9 or otherwise reproduced by a recipient party or counsel only to the following
10 persons:

- 11 (a) undersigned counsel for any party to this action;
- 12 (b) paralegal, stenographic, clerical and/or secretarial, and other personnel
13 regularly employed by counsel referred to in paragraph (a);
- 14 (c) court personnel, including stenographic reporters engaged in such
15 proceedings, where such disclosure is necessary incident to preparation
16 for the trial or other Court proceedings in the above entitled action;
- 17 (d) any outside expert or consultant retained in connection with this action,
18 and not otherwise employed by either of the parties – provided that such
19 expert or consultant understands and agrees to abide by the terms of this
20 Stipulation and Protective Order;
- 21 (e) any “in-house” or outside experts designated by defendants to testify at
22 trial in this matter; and/or
- 23 (f) any party or witnesses to this action, provided that such party or witness
24 understands and agrees to abide by the terms of this Stipulation and
25 Protective Order.

26 37. Confidential Documents may be submitted in all law and motion
27 proceedings before the Court if done so under seal pursuant to Federal Rules of Civil
28 Procedure 5.2 and 26 and/or United States District Court, Eastern District of

1 California Local Rule 141 as applicable and pursuant to the provisions of this
2 paragraph. If any party attaches any Confidential Documents to any pleading,
3 motion, or other paper to be filed, lodged, or otherwise submitted to the Court, that
4 Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules
5 of Civil Procedure 5.2 and 26 and/or United States District Court, Eastern District of
6 California Local Rule 141 to the extent applicable. However, this paragraph shall
7 not be construed so as to prevent a producing-disclosing party or counsel from
8 submitting, filing, lodging, or publishing any document it has previously designated
9 as a Confidential Document without compliance with this paragraph's requirement to
10 do so under seal (i.e., a producing-disclosing party or counsel may submit or publish
11 its own Confidential Documents without being in violation of the terms of this
12 Stipulation and Protective Order). Furthermore, a recipient party or counsel shall be
13 exempted from the requirements of this paragraph as to any specifically identified
14 Confidential Document(s) where the counsel for the producing-disclosing party of
15 such specifically identified Confidential Document(s) serves an express, written
16 waiver as to such specifically identified Confidential Document(s) prior to the
17 submission or publication of the Confidential Document(s) at issue, either upon
18 request by a recipient party or upon the producing-disclosing party's own initiative.
19 Additionally, nothing in this paragraph shall be construed to bind the Court so as to
20 limit or prevent the publication of any Confidential Documents to the jury or
21 factfinder, at the time of trial of this matter, where the Court has deemed such
22 Confidential Documents to be admissible into evidence.

23 38. If, in connection with any deposition taken in this action, counsel
24 questions a witness regarding materials subject to this Stipulation and Protective
25 Order, or use(s) Confidential Documents as deposition exhibits, at the request of any
26 opposing counsel or party, the portions of the transcripts of such deposition
27 testimony wherein such materials are discussed, and the applicable attached exhibits,
28 shall be designated as Confidential Documents and shall be subject to the provisions

1 of this Stipulation and Protective Order. However, only deposition exhibits that are
2 designated as Confidential Documents shall be subject to the end-of-litigation return
3 requirement of this Stipulation and Protective Order, *infra* (¶¶ 42-43); deposition
4 transcripts shall not be subject to the aforementioned end-of-litigation return
5 requirement of this Stipulation and Protective Order.

6 39. This Stipulation and Protective Order is not intended, and shall not be
7 construed, to prevent current officials or current employees of the City, or of any
8 defendant(s), or other authorized government officials, from having access to any
9 document(s) to which such officials or employees would have had access in the
10 normal course of their job duties.

11 40. Confidential Documents shall not be shown, produced, shared, copied
12 to, published, or otherwise disseminated or produced to any person other than as
13 specified in this Stipulation and Protective Order. All counsel in the above entitled
14 action specifically agree not to cause or knowingly permit any disclosure or
15 production of any Confidential Documents, or the contents thereof, except as
16 permitted by the terms of this Stipulation and Protective Order.

17 41. Confidential Documents shall not be shown, produced, shared, copied
18 to, published, or otherwise disseminated or produced to any member of the press or
19 news or entertainment media under any circumstances or at any time by any recipient
20 party or counsel, or by their agent(s) or employee(s).

21 42. Electronic copies of any Confidential Documents may be made by any
22 recipient party or counsel but such copies, and their dissemination by any means or
23 medium, shall also be subject to the terms of this Stipulation and Protective Order,
24 and all such copies in the possession of any recipient party or counsel, or their
25 agents, shall be destroyed or permanently deleted at the conclusion of the legal
26 proceedings in the above entitled matter.

27 43. At the conclusion-end of the legal proceedings in the above entitled
28 matter, each person or entity – *except* court personnel – who has received any

1 Confidential Documents, or any copy thereof, and who is not the producing-
2 disclosing party, shall return all such Confidential Documents to the producing-
3 disclosing party's counsel within thirty (30) calendar days of the conclusion of such
4 proceedings, or be subject to monetary or other sanctions at the Court's discretion.
5 No recipient party or counsel may retain any Confidential Documents, or copies
6 thereof, or permit any person or entity to whom the recipient party or counsel
7 provided such document(s) to retain any Confidential Documents, after legal
8 proceedings in the above entitled matter have concluded.

9 44. Any restriction or obligation of this Stipulation and Protective Order
10 that applies to any recipient party likewise applies to any recipient counsel, and vice
11 versa.

12 45. In the event that any party, person, or entity subject to the terms of this
13 Stipulation and Protective Order violates the terms or provisions thereof, in a manner
14 consistent with the requirements of Due Process and the applicable provisions
15 governing motions for sanctions under federal law, including but not limited to the
16 Federal Rules of Civil Procedure and the Local Rules of the United States District
17 Court, Eastern District of California, at the Court's discretion, the Court may impose
18 sanctions against the party, person, or entity that the Court finds to have violated of
19 the terms of this Stipulation and Protective Order. However, nothing in this
20 paragraph shall be construed so as to subject counsel for any party in the above
21 entitled action to sanctions for any violation(s) of this Stipulation and Protective
22 Order that are committed by other persons or entities – including but not limited to
23 any agent or employee of any recipient party or counsel or any consultants or experts
24 retained by any recipient party or counsel – provided that, in the event of a motion
25 for sanctions for violation of the terms of this Stipulation and Protective Order,
26 recipient counsel files a sworn declaration with this Court affirming that (a) the
27 alleged violator was informed of all of the applicable terms and provisions of this
28 Stipulation and Protective Order prior to being provided with any Confidential

1 Documents, as well as affirming that (b) the alleged violator agreed to abide by the
2 applicable terms and provisions of this Stipulation and Protective Order prior to
3 being provided with any Confidential Documents.

4 46. The provisions of this Stipulation and Protective Order shall be in effect
5 until further Order of the Court or further written Stipulation by the parties by and
6 through their attorneys of record in this action.

7 47. It is further agreed that this Stipulation may be signed in counterpart and
8 that a facsimile or electronic signature will be as valid as an original signature.

9 **IT IS SO STIPULATED.**

10
11 Dated: June 24, 2011

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

12
13 By: /s/ Tony M. Sain
14 Eugene P. Ramirez, Esq.
Tony M. Sain, Esq.

15 Attorneys for Defendants,
16 CITY OF COALINGA AND CHIEF
CAL MINOR

17
18 Dated: June 24, 2011

LAW OFFICES OF DOUGLAS L. HURT

19
20 By: /s/ Douglas L. Hurt
Douglas L. Hurt, Esq.
21 Attorneys for Plaintiff,
ROBERTO JUAREZ

22
23 Dated: June 24, 2011

**OFFICE OF THE ATTORNEY GENERAL
FOR THE STATE OF CALIFORNIA**

24
25 By: /s/ Jilly Scally
Jilly Scally, Deputy Attorney General
26 Attorneys for Defendants,
27 CALIFORNIA HIGHWAY PATROL AND
CAPTAIN DAVID MINOR

28

ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES, and pursuant to the Court’s inherent and statutory authority, including but not limited to the Court’s authority under the applicable Federal Rules of Civil Procedure and the United States District Court, Eastern District of California Local Rules; after due consideration of all of the relevant pleadings, papers, and records in this action; and upon such other evidence or argument as was presented to the Court; Good Cause appearing therefor, and in furtherance of the interests of justice,

IT IS HEREBY ORDERED that:

1. All of the terms and conditions of the parties’ Stipulation of the Parties for Entry of Protective Order re Confidential Documents (“Stipulation”) as delineated and stated herein above (*e.g.*, section titled “Stipulation and Protective Order”) shall be incorporated by reference here in this Order and shall be deemed binding pursuant to the terms of such Stipulation and by Order of this Court.

IT IS SO ORDERED.

Dated: June 24, 2011

/s/ Sandra M. Snyder
UNITED STATES MAGISTRATE JUDGE

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