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11 RUMFELT and CHRISTOPHER RAMIREZ

12 **UNITED STATES DISTRICT COURT**

13 EASTERN DISTRICT OF CALIFORNIA

14
15 RICHARD CHARLES HANNA,

16 Plaintiff,

17 v.

18 MARIPOSA COUNTY SHERIFF DEPT.,
19 DEPUTY BOEHM, RUMFELT, RAMIREZ
and KING;,

20 Defendants.

Case No. 1:12-cv-00501-AWI-SAB

ORDER RE: STIPULATED PROTECTIVE
ORDER

(ECF No. 163)

ORDER STRIKING FIRST STIPULATED
PROTECTIVE ORDER

(ECF No. 162)

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23 Plaintiff Richard C. Hanna (“Plaintiff”), on behalf and himself, and
24 Defendants Michael King, Christopher Boehm, Donald T. Rumfelt, and Christopher Ramirez
25 (collectively, “Defendants”), by and through their attorneys, hereby agree as follows:

26 **WHEREAS**, Plaintiff and Defendants shall be referred to collectively herein as
27 the “Parties”;

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1 **WHEREAS**, Plaintiff has commenced the above-captioned action against
2 Defendants alleging that Defendants used excessive force while Plaintiff was in their custody;

3 **WHEREAS**, discovery has commenced in the above-captioned action and, in
4 connection with such discovery, the Parties may seek documents and other information that the
5 Parties consider to be privileged, confidential or proprietary information, or information
6 involving third party rights of privacy;

7 **WHEREAS**, the Parties wish to protect such information from unauthorized
8 and/or unnecessary disclosure;

9 **WHEREAS**, the Parties also wish to prevent the possibility of any misuse or
10 unnecessary disclosure of the information sought regardless of the existence of any privacy right
11 and/or confidentiality.

12 **IT IS THEREFORE STIPULATED**, pending further order of the Court, that
13 the following procedures designed to ensure the protection of confidential and other information
14 shall govern all forthcoming pre-trial discovery proceedings:

15 1. Any party to this lawsuit in good faith may designate any or all
16 documents, testimony, and other information produced in this action as subject to this Stipulated
17 Protective Order upon the reasonable belief that said information actually constitutes documents
18 involving financial information, third party privacy rights, trade secrets or competitively-
19 sensitive, confidential and/or proprietary information (the “Confidential Information”).

20 2. Confidential Information may be designated as follows:

21 (a) Documents or copies of the same provided by any Party hereto or
22 other third party to another Party containing Confidential Information may be designated by
23 marking the page or the pages on which the Confidential Information appears with the legend:
24 “CONFIDENTIAL – to be used solely within the confines and for the purposes of *Hanna v.*
25 *Mariposa County, et al.*, Case No. 1:12-cv-00501.”

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1 (b) In lieu of marking each page, the producing party may, at its
2 option, Bates-stamp the documents and identify in writing, groups of pages between which all
3 the documents or information contain Confidential Information.

4 (c) Confidential Information disclosed at a deposition may be designated
5 by any Party hereto as Confidential Information by: clearly indicating at the deposition and on the
6 record, as set forth below, the specific testimony containing the Confidential Information that is to
7 be made subject to the provisions of this Stipulation and Order. The court reporter will immediately
8 note this designation on the record and will thereafter designate that portion of the transcript and/or
9 document involved as Confidential Information and all such portions of transcripts supplied to
10 counsel will be so designated.

11 (d) It will be Plaintiff's (or his counsel if one is later retained) and
12 counsel for Defendants' responsibility to assure that the Confidential Information portions of the
13 depositions are not disclosed to anyone not authorized to receive Confidential Information pursuant
14 to this Stipulation and Order. Exhibits marked as Confidential Information at any deposition will be
15 sealed in a separate envelope that is marked on the outside: "CONFIDENTIAL – to be used solely
16 within the confines and for the purposes of *Hanna v. Mariposa County, et al.*, Case No. 1:12-cv-
17 00501."

18 (e) Confidential Information contained in responses to interrogatories,
19 other discovery requests or responses, affidavits, briefs, memoranda, or other papers filed with the
20 Court, may be designated as Confidential Information by prominently marking each page
21 containing confidential Information with the legend: "CONFIDENTIAL – to be used solely within
22 the confines and for the purposes of *Hanna v. Mariposa County, et al.*, Case No. 1:12-cv-
23 00501."

24 (f) The attorneys of record shall be responsible for insuring that any of
25 their work product which contains Confidential Information of another Party entitled to protection
26 under this Order, including copies of production documents, notes, memoranda, and documents
27 prepared for filing with the Court, complies with this Stipulation and Order.

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1 3. Any document or other information so designated may be shown, or its
2 contents disclosed to the following persons only:

3 (a) The attorneys of record for each party to this action and their firm
4 staff, including associates, paralegals, secretaries, and support staff and the like;

5 (b) Representatives of any party to this litigation, provided that such
6 representatives agree, in advance, to be bound by this Stipulated Protective Order, to use such
7 Confidential Information solely within the confines and for the purposes of this litigation, and
8 that they will not disclose such Confidential Information to any person or entity who is not
9 entitled to receive such Confidential Information under this Stipulated Protective Order;

10 (c) Retained or non-retained experts and/or consultants, provided such
11 experts or consultants agree, in advance, to be bound by this Stipulated Protective Order, to use
12 such Confidential Information solely within the confines and for the purposes of this litigation,
13 and that they will not disclose such Confidential Information to any person or entity who is not
14 entitled to receive such Confidential Information under this Stipulated Protective Order; and

15 (d) Court stenographers, deponents and witnesses, outside copy services,
16 interpreters, and translators whose functions require them to have access to Confidential
17 Information.

18 4. All Confidential Information produced or exchanged in the course of this
19 litigation shall be used solely within the confines and for the purposes of this litigation. Documents
20 or other information designated as subject to this Stipulated Protective Order shall not be
21 disclosed or shown to any other person or entity unless or until the side wishing to make such
22 disclosure informs the other side and gives them a reasonable time to object, at least 30 calendar
23 days. In the event of objection, the Parties' respective counsel of record will make a good faith
24 effort to resolve their dispute informally before filing any motion with the above-entitled Court
25 relating to said dispute. If an objection is made in writing, the document shall not be disclosed
26 until the court has issued a decision determining that disclosure of the document is appropriate.

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1 5. Any Confidential Information designated under this Stipulated Protective
2 Order shall be used solely for the purpose of assisting counsel of record for the Parties in
3 connection with this litigation and not for any competitive or business purpose or any other
4 purpose whatsoever or for any other litigation matter.

5 6. The Parties' and their counsel of record agree to make all reasonable
6 efforts to ensure compliance with this Stipulated Protective Order. Any persons referred to in
7 paragraphs 3(a), (b), (c) and (d) subject to this Stipulated Protective Order to whom documents
8 and other information designated as Confidential Information are disclosed, shall first read a
9 copy of this Stipulated Protective Order and agree in writing to abide by the terms thereof.

10 7. This Stipulated Protective Order is without prejudice to any Parties' right
11 to object to production of any document or other disclosure of information on any ground it/he
12 may deem appropriate, and any party or non-party may, upon duly noticed motion, seek relief
13 from, or modification of, this Stipulated Protective Order based on a showing of good cause.

14 8. The designation of any Confidential Information under this Stipulated
15 Protective Order is intended solely to facilitate the preparation of this case for trial, and treatment
16 by the other party in conformity with such designation shall not be construed in any way as an
17 admission or agreement by such opposing counsel or party that the designated information
18 contains any trade secret or confidential information in contemplation of law. No party shall be
19 obligated to challenge the propriety of any designation by the opposing party, and a failure to do
20 so shall not preclude a subsequent attack on the propriety of any designation of Confidential
21 Information.

22 9. If designated documents or other information are improperly disclosed to
23 any person other than in the manner authorized by this Stipulated Protective Order, the party
24 responsible for the disclosure must immediately inform the other party of all pertinent facts
25 relating to such disclosure, including the name and address of each person to whom disclosure
26 was made, and shall make reasonable efforts to prevent further disclosure by said authorized
27 person(s).

1 10. The Parties will, prior to commencement of trial, enter into mutually
2 agreeable stipulations and protective orders with respect to any documents or other information
3 to be disclosed during trial. Any unresolved disputes shall be resolved in accordance with the
4 rules of the United States District Court, Eastern District of California – Fresno Division. Any
5 party intending to utilize any document designated as confidential in a law and motion matter or
6 at trial should lodge the document under seal so as to preserve its confidentiality pending the
7 Court’s determination as to whether a privilege exists that precludes the use of the document as
8 evidence or determining what safeguards should be utilized if the confidential documents are to
9 be considered as evidence.

10 11. The inadvertent or unintentional disclosure of Confidential Information,
11 regardless of whether the information was so designated at the time of disclosure, shall not be
12 deemed a waiver in whole or in part of a party’s claim of confidentiality, either as to the specific
13 information disclosed or as to any other information relating to the same or related subject matter.
14 Such inadvertent or unintentional disclosure may be rectified by notifying in writing the counsel of
15 record for all parties to whom the information was disclosed that the information is confidential and
16 subject to this Stipulated Protective Order. Such notification shall constitute a designation of the
17 information as Confidential Information.

18 12. Upon final determination of this action, unless otherwise agreed to in
19 writing, each party shall assemble and return all designated material, including all copies thereof,
20 to the party who designated the material as Confidential Information and certify in writing that
21 all such material has been returned or destroyed.

22 **IT IS SO STIPULATED.**

23 DATED: March 20, 2015

By /s/ Jena M. Graykowski
Oliver W. Wanger
Jena M. Graykowski
Attorneys for Defendants

26 **IT IS SO STIPULATED.**

27 DATED: March 17, 2015

By /s/ Richard Hanna
Plaintiff Richard Charles Hanna

