

1 **Dale THERESA A. GOLDNER, COUNTY COUNSEL**  
2 **By: ANDREW C. THOMSON, DEPUTY (SBN 149057)**  
3 **Kern County Administrative Center**  
4 **1115 Truxtun Avenue, Fourth Floor**  
5 **Bakersfield, CA 93301**  
6 **Telephone 661-868-3800**  
7 **Fax 661-868-3805**

8 **Attorneys for Defendants County**  
9 **of Kern, Perkins, Graves and Isaac**

10 **UNITED STATES DISTRICT COURT**  
11 **EASTERN DISTRICT OF CALIFORNIA**

12 **CHRISTINE DONALDSON**

13 **Plaintiff,**

14 **vs.**

15 **KERN COUNTY, OFFICER DOE**  
16 **GRAVES, OFFICER DOE ROMERO,**  
17 **OFFICER DOE ISSAC, OFFICER DOE**  
18 **PERKINS, and DOES 1-10, inclusive,**

19 **Defendants.**

20 **CASE NO. 1:14-CV-00257-AWI-JLT**

21 **DISCOVERY MATTER**

22 **STIPULATED PROTECTIVE ORDER**

23 **(DOC. 27)**

24 COME NOW, the parties to this matter and agree and stipulate to a Protective Order, as  
25 follows:

26 1. WHEREAS Plaintiff has requested portions of the private personnel records of  
27 law enforcement members of the Kern County Sheriff's Office (KCSO), and KCSO has been  
28 requested to produce the records in discovery;

2. WHEREAS the parties agree that discovery of the private personnel records of  
law enforcement members of the KCSO is relevant to this action;

3. WHEREAS Defendants are concerned that turning over the KCSO private  
personnel records without a protective order could result in the violation of the privacy rights of  
KCSO Deputies including but not limited to those who are parties to this litigation;

1           4.       WHEREAS the parties agree that a Stipulated Protective Order is necessary to  
2 balance Plaintiff's need for relevant discovery, KCSO's duty as steward of the records, and the  
3 privacy rights of the KCSO Deputies including but not limited to those who are parties to this  
4 litigation;

5           Subject to the approval of this Court, the parties hereby stipulate to the following  
6 protective order:

7           1.       In connection with discovery proceedings in this action, the parties designate the  
8 KCSO's personnel records regarding their Deputies, including but not limited to those who are  
9 parties to this litigation, as CONFIDENTIAL.

10          2.       By designating the above matter as CONFIDENTIAL, the parties certify to the  
11 Court that there is a good faith basis both in law and in fact for the designation within the  
12 meaning of Federal Rule of Civil Procedure 26(c).

13          3.       Material designated as CONFIDENTIAL under this Order, the information  
14 contained therein, and any summaries, copies, abstracts, or other documents derived in whole or  
15 in part from material designated as confidential shall be used only for the purpose of the  
16 prosecution, defense, or settlement of this action and for no other purpose.

17          4.       CONFIDENTIAL material produced pursuant to this Order may be disclosed or  
18 made available only to the Court, to counsel for a party (including the paralegal, clerical, and  
19 secretarial staff employed by such counsel), and to the "qualified persons" designated below:

- 20               (a)     a named party, to which only CONFIDENTIAL material specifically  
21 related to the named party shall be disclosed;
- 22               (b)     experts or consultants (together with their clerical staff) retained by such  
23 counsel to assist in the prosecution, defense or settlement of this action;
- 24               (c)     court reporter(s) employed in this action;
- 25               (d)     a witness at any deposition or other proceeding in this action; and
- 26               (e)     any other person as to whom the parties in writing agree.

27       \\

28       \\

1 Prior to receiving any CONFIDENTIAL material, each “qualified person” shall be  
2 provided with a copy of this Order and shall execute a nondisclosure agreement in the form of  
3 Attachment A, a copy of which shall be provided forthwith to counsel for each other party and  
4 for the parties.

5 5. For purposes of Defendants’ initial responses to Plaintiff’s production request, the  
6 parties agree that Defendants may exclude from the production the names, addresses, telephone  
7 numbers and other personal contact information of any non-party Deputy, provided that the  
8 identified Deputy is not a first person witness, report writer and/or an investigator of Plaintiff’s  
9 complaints.

10 6. In the event of a disputed factual issue as to section 5, and Plaintiff deems it  
11 necessary to discover the identities and personal contact information of non-party Deputy’s  
12 information excluded under section 5, Plaintiff’s counsel will notify Defendants’ counsels of  
13 their intent in writing to seek such personal information. If after five (5) days the parties are  
14 unable to reach agreement on production of the non-party Deputy’s information, then Plaintiff  
15 may make an application to the Court for an order to resolve the dispute.

16 7. Nothing herein shall impose any restrictions on the use or disclosure by a party of  
17 material obtained by such party independent of discovery in this action, whether or not such  
18 material is also obtained through discovery in this action.

19 8. In the event that any CONFIDENTIAL material is used in any court proceeding  
20 in this action, it shall not lose its confidential status through such use, and the party using such  
21 shall take all reasonable steps to maintain its confidentiality during such use, including but not  
22 limited to filing such material under seal and labeling the material “CONFIDENTIAL – Subject  
23 to Court Order”. Any effort to file documents under seal SHALL be pursuant to Local Rule 141.

24 9. This Order shall be without prejudice to the right of the parties (a) to bring before  
25 the Court at any time the question of whether any particular document or information is  
26 confidential or whether its use should be restricted or (b) to present a motion to the Court under  
27 FRCP 26(c) for a separate protective order as to any particular document or information,

28 \\\

1 including restrictions differing from those as specified herein. This Order shall not be deemed to  
2 prejudice the parties in any way in any future application for modification of this Order.

3 10. This Order is entered solely for the purpose of facilitating the exchange of  
4 documents and information between the parties to this action without involving the Court  
5 unnecessarily in the process. Nothing in this Order nor the production of any information or  
6 document under the terms of this Order nor any proceedings pursuant to this Order shall be  
7 deemed to have the effect of an admission or waiver by either party or of altering the  
8 confidentiality or non-confidentiality of any such document or information or altering any  
9 existing obligation of any party or the absence thereof.

10 11. This Order shall survive the final termination of this action, to the extent that the  
11 information contained in Confidential Material is not or does not become known to the public,  
12 and the Court shall retain jurisdiction to resolve any dispute concerning the use of information  
13 disclosed hereunder; and,

14 12. Upon termination of this case, counsel for the parties shall assemble and return to  
15 each other all documents, material and deposition transcripts designated as confidential and all  
16 copies of same, or shall certify the destruction thereof.

17  
18  
19 DATED: November 10, 2014

Schonbrun DeSimone Seplow Harris & Hoffman

20  
21  
22 By: /s/ Wilmer J. Harris  
23 Wilmer J. Harris, Esq.  
Attorneys for Plaintiff Donaldson

24 DATED: November 6, 2014

Robinson & Kellar

25  
26 By: /s/ Oliver U. Robinson  
27 Oliver U. Robinson, Esq.  
28 Attorneys for Defendant Romero

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: November 11, 2014

Theresa A. Goldner, County Counsel

By: /s/ Andrew C. Thomson  
Andrew C. Thomson, Deputy  
Attorneys for Defendants County of  
Kern, Perkins, Graves and Isaac

**ORDER**

Before the Court is the stipulated protective order. (Doc. 27) The protective order is **ORDERED** as modified by the Court in paragraph 8.

IT IS SO ORDERED.

Dated: November 12, 2014

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE

#21U7102

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Attachment A

NONDISCLOSURE AGREEMENT

I, \_\_\_\_\_ do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Donaldson v. County of Kern, et al.*, United States District Court for the Eastern District of California, Civil Action No. 1:14-CV-00257-AWI-JLT and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

DATED: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE