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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE EASTERN DISTRICT OF CALIFORNIA
10

11 **MAURICE C. MOCK,**

12 Plaintiff,

13 v.

14
15 **CALIFORNIA DEPARTMENT OF**
CORRECTIONS AND
16 **REHABILITATION; PLEASANT**
VALLEY STATE PRISON; JEFFREY A
17 **BEARD, in official capacity; JOHN KEITH,**
in his individual and official capacities; and
18 **DOES 1 through 50, inclusive,**

19 Defendants.
20

1:15-cv-01104-MJS

STIPULATED PROTECTIVE ORDER

21 Trial Date: October 24, 2017
22 Action Filed: June 15, 2015

23 To protect the confidentiality of confidential information obtained by the parties in
24 connection with this case, the parties hereby agree as follows:

25 1. Any party or non-party may designate as “confidential” (by stamping the relevant
26 page or as otherwise set forth herein) any document or response to discovery which that party or
27 non-party considers in good faith to contain information involving employment information,
28 medical information, private thoughts, private communications between family members or
confidential financial information, subject to protection under the Federal Rules of Civil

1 Procedure or California law. Where a document or response consists of more than one page, the
2 first page and each page on which confidential information appears shall be so designated.

3 2. A party or non-party may designate information disclosed during a deposition or in
4 response to written discovery as “confidential” by so indicating in said responses or on the record
5 at the deposition and requesting the preparation of a separate transcript of such material.
6 Additionally, a party or non-party may designate in writing, within twenty (20) days after receipt
7 of said responses or of the deposition transcript for which the designation is proposed, that
8 specific pages of the transcript and/or specific responses be treated as “confidential” information.
9 Any other party may object to such proposal, in writing or on the record. Upon such objection,
10 the parties shall follow the procedures described in paragraph 8 below. After any designation
11 made according to the procedure set forth in this paragraph, the designated documents or
12 information shall be treated according to the designation until the matter is resolved according to
13 the procedures described in paragraph 8 below, and counsel for all parties shall be responsible for
14 marking all previously unmarked copies of the designated material in their possession or control
15 with the specified designation.

16 3. Any party may designate Information as “Highly Confidential Information –
17 Attorneys Eyes Only” under the terms of this order. “Highly Confidential Information –
18 Attorneys Eyes Only” is information which, according to a party, is of an unusually confidential
19 or proprietary nature. “Highly Confidential Information – Attorneys Eyes Only” is information
20 which is only for the eyes of counsel, its legal assistants and its legal staff, as well as the Court,
21 and shall not be disclosed to a party or to an officer, director, or employee of a party unless such
22 disclosure is agreed to by all parties hereto in writing or ordered by the Court.

23 4. All information produced or exchanged in the course of this case (other than
24 information that is publicly available) shall be used by the party or parties to whom the
25 information is produced solely for the purpose of this case.

26 5. Except with the prior written consent of the other parties, or upon prior order of this
27 Court obtained upon notice to opposing counsel, documents and/or information designated as
28 confidential as described in paragraphs 1 and 2 above and paragraphs 9 and 17 below

1 (“Confidential Information”) shall not be disclosed to any person other than: (a) counsel for the
2 respective parties to this litigation, including in-house counsel and co-counsel retained for this
3 litigation; (b) employees of such counsel; (c) individual parties, class representatives, any officer
4 or employee of a party, to the extent deemed necessary by counsel for the prosecution or defense
5 of this litigation; (d) consultants or expert witnesses retained for the prosecution or defense of this
6 litigation, provided that each such person shall execute a copy of the Certification annexed to this
7 Order (which shall be retained by counsel to the party so disclosing the Confidential Information
8 and made available for inspection by opposing counsel during the pendency or after the
9 termination of the action only upon good cause shown and upon order of the Court) before being
10 shown or given any Confidential Information; (e) any authors or recipients of the Confidential
11 Information; (f) the Court, court personnel, and court reporters; and (g) witnesses (other than
12 persons described in paragraph 4(e)). A witness shall sign the Certification before being shown a
13 confidential document. Confidential Information may be disclosed to a witness who will not sign
14 the Certification only in a deposition at which the party who designated the Confidential
15 Information is represented or has been given notice that Confidential Information produced by the
16 party may be used. At the request of any party, the portion of the deposition transcript involving
17 the Confidential Information shall be designated “Confidential” pursuant to paragraph 2 above.
18 Witnesses shown Confidential Information shall not be allowed to retain copies.

19 6. Any persons receiving Confidential Information shall not reveal or discuss such
20 information to or with any person who is not entitled to receive such information, except as set
21 forth herein.

22 7. A party seeking to file a document under seal must seek authorization of the Court in
23 accordance with Civil Local Rule 141. No document shall be filed under seal except pursuant to
24 a court order that authorizes the sealing of the particular document or portion thereof and is
25 narrowly tailored to seal only that material for which good cause to seal has been established.
26 Only those documents, pages or, if practicable, those portions of documents or pages, which
27 contain the information requiring confidentiality shall be sealed.
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1 8. For applications and motions to the Court on which a party submits Confidential
2 Information, all documents and chamber copies containing Confidential Information which are
3 submitted to the Court shall be filed with the Court in sealed envelopes or other appropriate
4 sealed containers. On the outside of the envelopes, a copy of the first page of the document shall
5 be attached. If Confidential Information is included in the first page attached to the outside of the
6 envelopes, it may be deleted from the outside copy. The word “CONFIDENTIAL” shall be
7 stamped on the envelope and a statement substantially in the following form shall also be printed
8 on the envelope: This envelope is sealed pursuant to Order of the Court, contains Confidential
9 Information and is not to be opened or the contents revealed, except by Order of the Court or
10 agreement by the parties.

11 9. A party may designate as “Confidential” documents or discovery materials produced
12 by a non-party by providing written notice to all parties of the relevant document numbers or
13 other identification within thirty (30) days after receiving such documents or discovery materials.
14 Any party or non-party may voluntarily disclose to others without restriction any information
15 designated by that party or non-party as confidential, although a document may lose its
16 confidential status if it is made public.

17 10. If a party contends that any material is not entitled to confidential treatment, such
18 party may at any time give written notice to the party or non-party who designated the material.
19 The party or non-party who designated the material shall have twenty-five (25) days from the
20 receipt of such written notice to apply to the Court for an order designating the material as
21 confidential. The party or non-party seeking the order has the burden of establishing that the
22 document is entitled to protection.

23 11. Notwithstanding any challenge to the designation of material as Confidential
24 Information, all documents shall be treated as such and shall be subject to the provisions hereof
25 unless and until one of the following occurs: (a) the party or non-party who claims that the
26 material is Confidential Information withdraws such designation in writing; or (b) the party or
27 non-party who claims that the material is Confidential Information fails to apply to the Court for
28 an order designating the material confidential within the time period specified above after receipt

1 of a written challenge to such designation; or (c) the Court rules the material is not Confidential
2 Information.

3 12. All provisions of this Order restricting the communication or use of Confidential
4 Information shall continue to be binding after the conclusion of this action, unless otherwise
5 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
6 Information, other than that which is contained in pleadings, correspondence, and deposition
7 transcripts, shall either: (a) return such documents no later than thirty (30) days after conclusion
8 of this action to counsel for the party or non-party who provided such information; or (b) destroy
9 such documents within the time period upon consent of the party who provided the information
10 and certify in writing within thirty (30) days that the documents have been destroyed.

11 13. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use
12 of documents at trial. This Stipulation shall have no application to trial, or the presentation of
13 evidence at trial in this matter. Should either party deem a protective order necessary at the time
14 of trial, they may enter into an agreement or move the Court for an appropriate order.

15 14. This Stipulation is made without prejudice to the right of any party to seek an Order
16 from the Court modifying or limiting any designation of information or documents as
17 confidential, or otherwise modifying this Stipulation and Protective Order in any way with
18 respect to any specified materials after forty-eight (48) hours written notice to the opposing party.

19 15. Nothing herein shall be deemed to waive any applicable privilege or work product
20 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
21 protected by privilege or work product protection.

22 16. Each category of information proposed to be covered by this Order implicates the
23 private personal information of the parties, California Department of Corrections and
24 Rehabilitation employees, or witnesses.

25 17. The following categories of information may be designated as confidential and
26 qualify for protections under this stipulation:

27 i. Information contained in "personnel records" including by not limited to information
28 from an employee's official personnel file, supervisory file, employment application and hiring

1 documents, complaints of any type of alleged misconduct or violation of policy or law,
2 investigations into any type of misconduct or violations of policy or law, corrective action,
3 disciplinary actions, and adverse action.

4 ii. Personal or health information regarding an inmate, former inmate, or employee or
5 former employee of CDCR;

6 iii. Medical and mental health records and information; and

7 iv. Information subject to protection under Eastern District of California Local Rules 140,
8 141, and 141.1.

9 18. Any witness or other person, firm or entity from which discovery is sought may be
10 informed of and may obtain the protection of this Order by written advice to the parties'
11 respective counsel or by oral advice at the time of any deposition or similar proceeding.

12 Dated: February 6, 2017

Respectfully submitted,

13 XAVIER BECERRA
14 Attorney General of California
15 DAVID J. NEILL
16 Supervising Deputy Attorney General

Matthew T. Besmer

17 MATTHEW T. BESMER
18 Deputy Attorney General
19 Attorneys for Defendants

20 Dated: February 6, 2017

KAHN, SOARES & CONWAY, LLP

Robert B. Zumwalt

22 _____
23 Robert B. Zumwalt
24 Attorneys for Plaintiff

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ORDER

With good cause showing, the foregoing Stipulated Protective Order is approved.

IT IS SO ORDERED.

Dated: February 7, 2017

/s/ Michael J. Seng
UNITED STATES MAGISTRATE JUDGE

1 **CERTIFICATION**

2 I hereby certify my understanding that Confidential Information is being provided to me
3 pursuant to the terms and restrictions of the Protective Order dated February ____, 2017, in *Mock*
4 *v. CDCR, et. al.*, U.S. District Court Case No. 1:15-cv-01140-MJS. I have been given a copy of
5 that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential
6 Information to anyone, except as allowed by the Order. I will maintain all such Confidential
7 Information -- including copies, notes, or other transcriptions made therefrom -- in a secure
8 manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of
9 this action, I will return the Confidential Information -- including copies, notes, or other
10 transcriptions made therefrom --to the counsel who provided me with the Confidential
11 Information. I hereby consent to the jurisdiction of the United States District Court of the Eastern
12 District of California for the purpose of enforcing the Protective Order.

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15 Dated: _____