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Attorney for Defendant: KEVIN HOUSE

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1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA
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4 TANYA HUNT,

CASE NO. 2:10-CV-01367-FCD-KJM

5 Plaintiff,

**STIPULATION REGARDING PROTECTIVE
6 ORDER AND ORDER**

7 v.

8 COUNTY OF EL DORADO and EL DORADO
9 COUNTY SHERIFF'S DEPARTMENT; PHIL
10 CHOVANEC, DARIN LEWIS, BOB
11 ASHWORTH, JACKIE NOREN; and KEVIN
12 HOUSE and DOES 1 through 50, inclusive,

13 Defendants.
14 _____/

15 Plaintiff TANYA HUNT and Defendants COUNTY OF EL DORADO, EL DORADO
16 COUNTY SHERIFF'S DEPARTMENT, PHIL CHOVANEC, DARIN LEWIS, BOB ASHWORTH,
17 JACKIE NOREN, and KEVIN HOUSE, by and through their undersigned counsel, acknowledge and
18 agree that certain discoverable documents and deposition testimonies in this case will contain
19 confidential documents and/or information regarding Plaintiff TANYA HUNT, Defendants PHIL
20 CHOVANEC, DARIN LEWIS, BOB ASHWORTH, JACKIE NOREN, and KEVIN HOUSE, non-
21 party peace officers who are employed by Defendant COUNTY OF EL DORADO and other persons
22 not parties to this suit. Accordingly, all parties have agreed to the use of a Discovery Referee to resolve
23 the issues that may arise pertaining to discovery matters involving privilege or privacy in lieu of
24 submitting discovery disputes to the Magistrate Judge.

25
26 This lawsuit involves allegations by Plaintiff TANYA HUNT against the EL DORADO
27 COUNTY SHERIFF'S DEPARTMENT ("DEPARTMENT") and some of its employees. Plaintiff
28 TANYA HUNT contends she was treated improperly by the Defendants, which resulted in Internal

1 Affairs investigations and investigations conducted by the Human Resources Department. Potentially
2 discoverable documents will include peace officer personnel records, peace officer background files,
3 Internal Affairs investigations, EL DORADO COUNTY Human Resources investigations, TANYA
4 HUNT's medical records, photographs, and other private information relating to peace officers.
5 Without a protective order in place, if such information is required to be produced in discovery, it may
6 run afoul of privacy rights guaranteed under the United States Constitution, the California Evidence
7 Code, and Article I, Section 1 of the California Constitution, and/or the California Police Officers' Bill
8 of Rights.
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11 Subject to and without waiving any statutory or Constitutional privileges or objections to the
12 admissibility or discoverability of any testimony, information or documents produced in connection
13 with this Order, the parties stipulate that access to and use of such testimony, documents and
14 information shall be governed by the provisions of this Stipulated Protective Order and that the terms
15 set forth herein may be entered by the Court, pursuant to Federal Rule of Civil Procedure 26(c). This
16 Stipulated Protective Order shall also apply to all copies, extracts, and summaries of designated
17 documents.
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19 **I.**

20 **DESIGNATION OF CONFIDENTIAL DOCUMENTS**

21 A. "Confidential" materials shall be all documents that are handwritten, typewritten,
22 printed, photostated, photographed, photocopied, transmitted by electronic mail or facsimile, and
23 recorded by every means upon any tangible thing, any form of communication or representation,
24 including letters, words, pictures, sounds or symbols, or combinations thereof, and any records thereby
25 created regardless of the manner in which the record has been stored, which contain confidential and
26 private information pertaining to TANYA HUNT, any current or former COUNTY OF EL DORADO
27 employees, and/or third persons who are not parties to this suit.
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1 B. The scope of this Stipulated Protective Order is limited to the following categories
2 of documents, which may or may not be subject to discovery:

- 3 1. El Dorado County Sheriff's Department Internal Affairs investigation
4 documents;
- 5 2. El Dorado County Sheriff's Department Human Resources investigation
6 documents;
- 7 3. El Dorado County Sheriff's Department memoranda and related supporting
8 documents;
- 9 4. El Dorado County Sheriff's Department employee personnel files and
10 background files;
- 11 5. El Dorado County Sheriff's Department employee performance evaluations,
12 letters of counseling, disciplinary proceedings, and related supporting
13 documents;
- 14 6. Plaintiff TANYA HUNT's medical and psychiatric records;
- 15 7. Photographs of a personal nature; and
- 16 8. Citizen complaints.

17 C. Any document may be designated as "Confidential" upon a good faith determination by
18 a party that the document contains private personnel information, and by stamping or affixing the
19 words "CONFIDENTIAL" on the face of the document. Tangible things other than documents (e.g.,
20 audio tapes, products, computer disks, etc.) may be designated by stamping or affixing the designation
21 to the item or its container, as appropriate.

22 D. A party producing a "Confidential" document may redact any private personnel
23 information which may be affected by dissemination of the "Confidential" document. Redactions shall
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1 be made by such method that the masking of any text is readily apparent to persons reviewing the
2 “Confidential” document, and the document shall also be marked “Redacted.”

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4 E. Any party may designate material as “Confidential” after production, only under the
5 following conditions:

6 1. The party to whom such documents have been produced must be advised in
7 writing of the new designation;

8 2. The new designation applies only as of the date and time of receipt of notice by
9 the party notified;

10 3. The party to whom such documents have been produced must return the
11 documents to the producing party, and in return must be provided with another copy of the documents
12 that bears the new and correct designation;

13 4. The party to whom such documents have been produced must make a good faith
14 effort to immediately retrieve any information disclosed to persons not authorized by this Protective
15 Order to receive such information, and obtain an agreement from the persons to whom the disclosure
16 was made to be bound by this Protective Order.
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19 **II.**

20 **RESTRICTIONS REGARDING CONFIDENTIAL DOCUMENTS**

21 A. No “Confidential” documents produced by any party shall be used for any purpose other
22 than the litigation, preparation and trial of this case, *Tanya Hunt v. County of El Dorado, et al.*, Case
23 No. 2:10-CV-01367-FCD-KJM.
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25 B. There shall be no disclosure of documents or information designated as “Confidential”
26 to anyone other than the following:
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1 1. The parties to the case, including current employees, officers, or directors of a
2 corporate or entity party responsible for assisting counsel in the litigation and who have a reasonable
3 need to know the contents of the “Confidential” documents;
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5 2. The parties’ attorneys, and the attorneys’ staff, including, but not limited to,
6 outside copy service personnel;

7 3. Experts and consultants retained by attorneys for the parties in the preparation or
8 presentation of the case; and
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10 4. The court or other officer who presides over any proceeding in the case, and to
11 court reporters as necessary.

12 C. Disclosure.

13 1. Whenever, during the course of a deposition, “Confidential” documents or
14 information are utilized by the examining attorney, only those parties permitted access to such
15 documents pursuant to this Stipulated Protective Order shall be present at the deposition. Counsel for
16 the party noticing the deposition shall instruct the court reporter that he or she is to ensure that all
17 exhibits containing “Confidential” exhibits are labeled prominently as “CONFIDENTIAL,” and that
18 originals or copies of such “Confidential” exhibits may be released to no one except counsel for the
19 parties.
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22 2. Any party to this Stipulation may designate testimony given during a deposition
23 as “Confidential” via the party’s counsel making a statement on the record before or during the
24 testimony that is “Confidential” and subject to this stipulation and order. The portions of a deposition
25 which contain “Confidential” testimony shall be prepared by the court reporter in a separate transcript.
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III.

GENERAL

A. The terms of this Stipulated Protective Order shall be binding on all parties from the time that all parties' counsels have signed the Stipulation, even if the Court has not signed the Order.

B. This Stipulated Protective Order may be modified or terminated by the court for good cause shown, or by signed stipulation by all parties.

C. Any party for good cause may apply to the Court or the Discovery Referee, if appointed, to challenge a designation made by any other party, or to reveal information that the producing party has redacted, after an attempt has been made to meet and confer over the issue. Upon such a request to the court to challenge the designation made, the Court or the Discovery Referee shall first review the documents and determine whether the designation is appropriate. The parties shall comply with this Stipulated Protective Order unless the Court or the Discovery Referee orders otherwise.

D. The party designating material as "Confidential" may waive any of the provisions of this Stipulated Protective Order in writing.

E. The parties agree that they will meet and confer with the court as necessary about the handling of material designated by any of the parties as "Confidential," produced pursuant to this Stipulated Protective Order for trial purposes. Nothing herein shall be construed as a concession by any party that its presentation at trial of evidence relevant to its claims or defenses should be restricted in any manner.

F. This Order shall be without prejudice to present a stipulation or motion to the court under Federal Rule of Civil Procedure 26(c) for a separate Protective Order as to any particular document or information, including restrictions different from those as specified herein. This shall not

1 be deemed to prejudice the parties in any way in any future application for modification of this
2 Stipulation and Order.

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4 **IV.**

5 **TERMINATION OF THE LITIGATION**

6 A. Within twenty days after a final unopposed judgment or demand after settlement, all
7 original "Confidential" materials and all copies or portions thereof containing or reflecting information
8 from "Confidential" documents shall be returned to counsel for the producing party.

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10 B. This Stipulated Protective Order shall survive and remain in full force and effect after
11 the termination of this case and may be enforced as a contract between the parties, or by application to
12 the court for a finding of contempt.

13 **IT IS SO STIPULATED.**

14 Dated: September 24, 2010

WATTS LAW OFFICES

15
16 By /Douglas E. Watts/ (as authorized on 9/20/10)
17 Douglas E. Watts
18 Attorney for Plaintiff
TANYA HUNT

19 Dated: September 24, 2010

KAHN, BROWN & POORE LLP

20
21 By /David M. Poore/ (as authorized on 9/22/10)
22 David M. Poore
23 Co-Attorney for Plaintiff
TANYA HUNT

24 Dated: September 24, 2010

BARKETT & GUMPert

25
26 By /Franklin G. Gumpert/ (as authorized on
27 9/20/10)
28 Franklin G. Gumpert
Attorney for Defendants
PHIL CHOVANEC, DARIN LEWIS,
BOB ASHWORTH and JACKIE NOREN

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Dated: September 24, 2010

JACKSON LEWIS LLP

By /Christine Maloney/ (as authorized on 9/20/10)

C. Christine Maloney
Attorney for Defendant
KEVIN HOUSE

Dated: September 24, 2010

**PORTER SCOTT
A PROFESSIONAL CORPORATION**

By /Nancy J. Sheehan/

Nancy J. Sheehan
Clayton T. Cook
Attorneys for Defendants
COUNTY OF EL DORADO and
EL DORADO COUNTY SHERIFF'S
DEPARTMENT

1 **ORDER**

2 Having reviewed the above Stipulation, considered the applicable law, and good cause
3 appearing, THE COURT ORDERS AS FOLLOWS: The parties' stipulation is approved with the
4 understanding that it governs relations between the parties and the discovery phase of litigation, and
5 does not predetermine any issues related to the sealing or redaction or retention of documents filed with
6 or otherwise presented to the court. See Local Rules 140, 141. To seek appointment of a discovery
7 referee, the parties may submit a joint stipulation to the court. If the parties cannot agree on the person
8 who should be designated as the discovery referee, each side shall submit five names to the court and the
9 court will thereafter select a referee from the submitted names.

10 **IT IS SO ORDERED.**

11 Dated: October 4, 2010.

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15 U.S. MAGISTRATE JUDGE
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ATTACHMENT A
NONDISCLOSURE AGREEMENT

I, _____, hereby swear that I am fully familiar with the terms and conditions of the Stipulated Protective Order entered in _____ in United States District Court for the Eastern District of California, Case No. 2:10-CV-01367-FCD-KJM, 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: _____
