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14 **UNITED STATES DISTRICT COURT**
 15 **EASTERN DISTRICT OF CALIFORNIA**

17 Estate of JOHNATHAN ROSE, deceased, by
 18 and through his parents THEODORE
 MILTON ROSE and KAREN ROSE, as
 19 successors in interest; THEODORE MILTON
 ROSE, Individually; and KAREN ROSE,
 20 individually.

Case No.: **NO. 2:13-CV-01339-TLN-EFB**

STIPULATED PROTECTIVE ORDER

21 Plaintiffs,

22 vs.

24 COUNTY OF SACRAMENTO; Sacramento
 County Sheriff SCOTT JONES; Sacramento
 25 County Sheriff's Department Deputy DAVID
 McENTIRE (Badge # 1356); and DOES 1
 26 through 10, inclusive,

27 Defendants.

28 _____/

1 IT IS HEREBY STIPULATED by, among and between the parties to the above-captioned
2 action through their counsel of record, that the documents described herein may be designated as
3 “Confidential” and produced subject to the following Protective Order:

4 1. Categories of documents described as follows:

5 (a) **Documents** identified in County of Sacramento’s FRCP (a)(1)(b) Rule 26
6 Disclosure.

7 (b) **Documents** which reference any **Internal Affairs investigation** into the
8 **incident**.

9 (c) **Documents** which reference any officer involved shooting report or
10 investigation into the **incident**.

11 (d) **Documents** which reference any officer involved Shooting report or
12 investigation pertaining to the incident.

13 (e) Intra-departmental correspondence which references any Internal Affairs
14 investigation into the **incident**, including any correspondence titled or comprising a “Case Summary.”

15 (f) Intra-departmental correspondence which references any officer involved
16 shooting report or investigation pertaining to the **incident**, including any correspondence titled or
17 comprising a “Case Summary.”

18 2. The disclosed documents shall be used solely in connection with the civil action of *Rose*
19 *v. County of Sacramento, et al.*, E.D. Cal. Case No. 2:13-cv-1339-TLN-EFB. The parties do not waive
20 any objections to the admissibility of the documents or portions thereof in future proceedings in this
21 action, including trial.

22 3. A party may only designate as “Confidential” a document which it has determined in
23 good faith to be: (a) confidential or potentially invasive of an individual’s privacy interests; (b) not
24 generally known; and (c) not normally revealed to the public or third parties or, if disclosed to third
25 parties, such that third parties would be required to maintain the information in confidence. By
26 designating a document or portion thereof as “Confidential,” the party making the designation avers
27 that it can and would make a showing to the Court sufficient to justify entry of a protective order
28 covering that document or portion thereof under Federal Rule of Civil Procedure 26 and Eastern

1 District of California Local Rule 141.1.

2 4. A party producing the documents described herein may designate those documents as
3 confidential by affixing a mark labeling them “Confidential,” provided that such marking does not
4 obscure or obliterate the content of any record. If any confidential documents cannot be labeled with
5 this marking, those documents shall be placed in a sealed envelope or other container that is in turn
6 marked “Confidential” in a manner agreed upon by the disclosing and requesting parties.

7 5. A party may apply to the Court for an order that information or materials labeled
8 “Confidential” are not, in fact, confidential. Prior to applying to the Court for such an order, the party
9 seeking to reclassify Confidential information shall meet and confer with the producing party. Until
10 the matter is resolved by the parties or the Court, the document in question shall continue to be treated
11 according to its designation under the terms of this Protective Order. The producing party shall have
12 the burden of establishing the propriety of the “Confidential” designation. A party shall not be
13 obligated to challenge the propriety of a confidentiality designation at the time made, and a failure to
14 do so shall not preclude a subsequent challenge thereto.

15 6. Documents designated under this Protective Order as “Confidential” may be disclosed
16 only to the following persons:

17 (a) All counsel of record and attorneys in the offices of counsel for any of the
18 Defendants in this action;

19 (b) All counsel of record, and attorneys in the offices of counsel for Plaintiffs in this
20 action;

21 (c) Paralegal, clerical and secretarial personnel regularly employed by counsel
22 referred to in subparts (a) and (b) immediately above, including stenographic deposition reporters or
23 videographers retained in connection with this action;

24 (d) Court personnel, including stenographic reporters or videographers engaged in
25 proceedings as are necessarily incidental to the preparation for the trial of this action;

26 (e) Any expert, consultant or investigator retained in connection with this action;

27 (f) The parties to this action;

28 (g) The finder of fact at the time of trial, subject to the Court’s ruling on in limine

1 motions and objections of counsel; and

2 (h) Witnesses during their depositions in this action.

3 7. Prior to the disclosure of any Confidential documents to any person identified in
4 Paragraph 6, each such recipient of Confidential documents shall be provided with a copy of this
5 Protective Order, which he or she shall read. Upon reading this Protective Order, such person shall
6 acknowledge in writing as follows:

7 I have read the Protective Order that applies in *Rose v. County of Sacramento, et al.*,
8 E.D. Cal. Case No. 2:13-cv-01339-TLN-EFB and shall abide by its terms. I consent to
9 be subject to the jurisdiction of the United States District Court for the Eastern District
10 of California, including without limitation in any proceeding for contempt.

11 8. The following procedures shall be utilized by the parties making copies of documents
12 designated as “Confidential”:

13 (a) The producing party shall provide one copy of the Confidential documents to the
14 receiving party.

15 (b) The receiving party shall not furnish, disclose, or otherwise divulge any the
16 Confidential documents to any source, except those persons identified in Paragraph 6 herein, without
17 further order of the Court or authorization from counsel for the producing party.

18 (c) If any document designated as “Confidential” pursuant to this Protective Order is
19 used or disclosed during the course of a deposition, that portion of the deposition record reflecting such
20 material shall be stamped with the appropriate designation and access shall be limited pursuant to the
21 terms of this Protective Order. The court reporter will be directed to bind those portions of the
22 transcript that contain discussion of the contents of the Confidential documents separately. The cover
23 of any portion of a deposition transcript that contains testimony or documentary evidence that has been
24 designated Confidential, including exhibits designated as “Confidential,” will be marked:
25 CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER.

26 9. Should any documents designated “Confidential” be disclosed, through inadvertence or
27 otherwise, to any person not authorized to receive the documents under this Protective Order, the
28 disclosing person(s) shall promptly: (a) inform the producing party of the recipient(s) and the

1 circumstances of the unauthorized disclosure, and (b) use best efforts to bind the recipient(s) to the
2 terms of this Protective Order. No document shall lose its Confidential status because it was
3 inadvertently or unintentionally disclosed to a person not authorized to receive it under this Protective
4 Order.

5 10. The Confidential Material produced pursuant to his Order will be redacted with respect
6 to (i) social security numbers; (ii) dates of birth; (iii) financial information (including account
7 numbers); and (iv) in all circumstances when federal law requires redaction. Each redaction must be
8 identified by showing what information has been redacted (e.g. "social security number," etc.). This
9 provision complies with Eastern District Local rule 140.

10 11. If Plaintiffs or Defendants would like to use Confidential Material in Court filings, at
11 least seven (7) days notice shall be given to all parties. Plaintiffs and Defendants shall comply with
12 the requirements of Eastern District local Rule 141, in the event that a party would like Confidential
13 Material to be sealed. The Parties agree to jointly request that any request to seal or remove the
14 designation of Confidential Information may be heard on shortened time and/or by telephone
15 conference with a showing of good cause. Any such request to shorten time shall comply with Local
16 Rule 144(e).

17 12. Nothing in this Order shall in any way limit or prevent Confidential Material from being
18 used in any deposition or other proceeding in this action. In the event that any Confidential Material is
19 used in any deposition or other proceeding in this action it shall not lose its confidential status through
20 such use. If any Confidential Material is used in a deposition then arrangements shall made with the
21 court reporter to separately bind such portions of the transcript containing information designated as
22 "CONFIDENTIAL" and to label such portions appropriately.

23 13. This order is entered for the purpose of facilitating the exchange or documents between
24 the parties to this action without involving the Court unnecessarily in the process. Nothing in this
25 Order, or the production of any document under the terms of this Order, shall be deemed to have the
26 effect of an admission or waiver by either party or of altering the confidentiality or non-confidentiality
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28

1 of any such document.

2 14. Nothing in this Order shall in and of itself require disclosure of information that is
3 protected by the attorney-client privilege, work-product doctrine, or any other privilege, doctrine, or
4 immunity, nor does anything in this Order, result in any party giving up its right to argue that otherwise
5 privileged documents must be produced due to waiver or for any other reason.

6 15. If Confidential Material produced in accordance with this Order is disclosed to any
7 person other than in the manner authorized by this Order, the party responsible for the disclosure shall
8 immediately bring all pertinent facts relating to such disclosure to the attention of all counsel of record
9 and without prejudice to their rights and remedies available to the producing party, make every effort to
10 obtain the return of the disclosed Confidential Material and prevent further disclosure of it by the
11 person who was the recipient of such information.

12 16. After the conclusion of this litigation, all Confidential documents, in whatever form
13 stored or reproduced, will remain confidential. All documents produced pursuant to this Protective
14 Order shall be destroyed or returned to counsel for the producing party in a manner in which counsel
15 will be able to reasonably verify that all documents were returned. All parties agree to ensure that
16 Confidential documents disclosed to other persons shall be destroyed or returned to counsel for the
17 producing party. "Conclusion" of this litigation means a termination of the action following a trial (and
18 any subsequent appeal) or settlement, and entry of an order, judgment, or decree terminating this
19 action.
20

21 IT IS SO STIPULATED.

22 Dated: June 23, 2014

LAW OFFICE OF STEWART KATZ

23
24 By /s/ Stewart Katz
25 Stewart Katz (and on behalf of Moseley C. Collins, III)
Attorneys for Plaintiffs

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Dated: June 23, 2014

LONGYEAR, O'DEA & LAVRA, LLP

By /s/ Van Longyear
Van Longyear
Attorneys for Defendants

As modified, It is So Ordered.

DATED: June 24, 2014.


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE