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

JAMES J. MAYFIELD, JAMES ALLISON
MAYFIELD, JR. and TERRI MAYFIELD,

Plaintiff,

vs.

IVAN OROZCO, SHERIFF SCOTT
JONES, JAMES LEWIS, RICK
PATTISON, COUNTY OF
SACRAMENTO, UNIVERSITY OF
CALIFORNIA DAVIS HEALTH
SYSTEM, DR. GREGORY SOKOLOV,
DR. CHARLES SCOTT, DR. ROBERT
HALES, and DOES 1-5

Defendants.

Case No.: 2:13-CV-2499-JAM-AC

[Assigned to the Honorable John A.
Mendez – Courtroom 6]

**STIPULATED PROTECTIVE
ORDER**

Complaint filed: December 3, 2013
Discovery Cut-Off: None Set
Motion Cut-Off: None Set
Trial Date: None Set

The Parties in the above-entitled matter seek to facilitate the exchange of information and documents that may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and/or constitutional privacy rights. The Parties in good faith believe that the following documents contain information that is (a) confidential, sensitive, or potentially invasive of an individual’s privacy interests; and/or (b) not normally revealed to the public or third parties, or, if disclosed to third parties, would require such third parties to maintain the information in confidence.

The Parties take the position that these documents are Confidential:

1. Personnel records for Defendant Ivan Orozco, a sworn peace officer

1 and employee of the Sacramento County Sheriff’s Department, including but not
2 limited to documents concerning, relating or referring to: background investigations,
3 hiring, appointment, termination, job performance and evaluations, awards,
4 commendations, and recognition of all professional accomplishments, training,
5 internal affairs investigative files, citizen complaints, charges of misconduct,
6 resulting discipline or retraining.

7 2. Medical files and records of Plaintiffs James Joshua Mayfield, James
8 Allison Mayfield, Jr. and Terri Mayfield, including but not limited to mental health
9 information and evaluations, medical information and examinations, prescription
10 and medication information, etc.

11 3. Plaintiff James Joshua Mayfield’s juvenile records.

12 IT IS HEREBY STIPULATED by, among and between the Parties through
13 their counsels of record that the documents described herein may be designated as
14 “Confidential” and produced subject to the following Stipulated Protective Order:

15 1. The disclosed documents shall be used solely in connection with the
16 civil case Mayfield, et al. v. Orozco, et al., Case No.: 2:13-CV-2499-JAM-AC
17 (USDC EDCA) and in the preparation and trial of the cases, or any related
18 proceeding. The Parties do not waive any objections to the admissibility of the
19 documents or portions thereof in future proceedings in this case, including trial.

20 2. A party producing the documents and materials described herein shall
21 designate those materials as confidential by affixing a mark labelling them
22 “Confidential” provided that such marking does not obscure or obliterate the content
23 of any record. If any confidential materials cannot be labeled with this marking,
24 those materials shall be placed in a sealed envelope or other container that is in turn
25 marked “Confidential” in a manner agreed upon by the disclosing and requesting
26 parties. Documents may also bear a mark labelling them “Redacted” to protect third
27 party privacy rights and information not subject to disclosure.

28 3. Documents or materials designated under this Stipulated Protective

1 Order as “Confidential” may only be disclosed to the following persons:

2 (a) Barbara Enloe Hadsell, Dan Stormer, Joshua Piovia-Scott, Mohammad
3 Tajsar of HADSELL STORMER & RENICK LLP and associate attorneys in their
4 office, and Lori Rifkin of the RIFKIN LAW OFFICE, and associate attorneys in her
5 office, as counsel for Plaintiffs JAMES JOSHUA MAYFIELD, JAMES ALLISON
6 MAYFIELD JR., and TERRI MAYFIELD, in the case enumerated above;

7 (b) Van Longyear and Peter Zilaff of LONGYEAR, O’DEA & LAVRA,
8 LLP and associate attorneys in their office, as counsel for Defendants COUNTY OF
9 SACRAMENTO, SCOTT JONES, JAMES LEWIS, and RICK PATTISON, in the
10 case enumerated above;

11 (c) Robert F. Tyler, Jr. and Scott Gassaway of WILKE, FLEURIE,
12 HOFFELT, GOULD & BIRNEY, LLP and associate attorneys of their office, as
13 counsel for Defendants UNIVERSITY OF CALIFORNIA DAVIS HEALTH
14 SYSTEM, DR. GREGORY SOKOLOV, DR. CHARLES SCOTT, and DR.
15 ROBERT HALES, in the case enumerated above;

16 (d) Terence J. Cassidy and Lauren E. Calnero of PORTER SCOTT, and
17 associate attorneys in their office, as counsel for Defendant IVAN OROZCO, in the
18 case enumerated above.

19 (e) Paralegal, clerical, and secretarial personnel regularly employed by
20 counsel referred to in subparts (a)-(d) immediately above, including stenographic
21 deposition reports or videographers retained in connection with this action;

22 (f) Court personnel, including stenographic reporters or videographers
23 engaged in proceedings as are necessarily incidental to the preparation for the trial
24 in the civil action;

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

27 (h) The finder of facts at the time of trial, subject to the court’s rulings on
28 in limine motions and objections of counsel;

- 1 (i) Witnesses during their depositions in this action; and,
- 2 (j) The parties in this action.

3 4. Prior to the disclosure of any Confidential information to any person
4 identified in Paragraph 3 sub-parts (g), (i) and (j), each such recipient of
5 Confidential information shall be provided with a copy of this Stipulated Protective
6 Order and will be subject to the Order. Upon reading this Stipulate Protective Order,
7 such person shall acknowledge in writing as follows:

8 I have read the Stipulated Protective Order that applies in Mayfield, et
9 al. v. Orozco, et al., Case No.: 2:13-CV-2499-JAM-AC (USDC
10 EDCA), and shall abide by its terms. I consent to be subject to the
11 jurisdiction of the United States District Court for the Eastern District
12 of California, including without limitation in any proceeding for
13 contempt.

14 Such person also must consent to be subject to the jurisdiction of the United
15 States District Court, Eastern District of California, including without limitation any
16 proceeding for contempt. Provisions of this Stipulated Protective Order, insofar as
17 they restrict disclosure and use of the material, shall be in effect until further order
18 of this Court. The attorneys designated in subparts (a) through (d) of Paragraph 3
19 above shall be responsible for internally tracking the identities of those individuals
20 to whom copies of documents marked Confidential are given. Any Party may
21 request the identities of said individual(s) upon the final termination of the litigation
22 or if it is able to demonstrate a good faith basis that any of the other parties to this
23 actions, or agents thereof, have breached the terms of the Stipulated Protective
24 Order.

25 5. Nothing in this Stipulated Protective Order shall be construed as a
26 limitation on a party's ability to show the documents or materials that it has
27 designated as "Confidential" and produced in this action to whomever the party may
28 deem appropriate. Nothing in this Stipulated Protective Order shall be construed to

1 limit a party's use of information already in its possession prior to the litigation,
2 provided that use complies with all other legal requirements.

3 6. As to all documents or materials designated as "Confidential" pursuant
4 to this Stipulated Protective Order, the Parties agree that they will seek permission
5 from the Court to file the Confidential information under seal according to Local
6 Rule 141. If permission is granted, the Confidential material will be filed and served
7 in accordance with Local Rule 141. All Parties agree to accept service of all
8 documents filed pursuant to Local Rule 141 by electronic means.

9 7. The designation of documents or information as "Confidential" and the
10 subsequent production thereof is without prejudice to the right of any party to
11 oppose the admissibility of the designated document or information.

12 8. A party may apply to the Court for an order that information or
13 materials labeled "Confidential" are not, in fact, confidential. Prior to applying to
14 the Court for such an order, the party seeking to reclassify confidential information
15 shall meet and confer with the producing party. Until the matter is resolved by the
16 Parties or the Court, the information in question shall continue to be treated
17 according to its designation under the terms of this Stipulated Protective Order. The
18 producing party shall have the burden of establishing the propriety of the
19 "Confidential" designation. A party shall not be obligated to challenge the propriety
20 of a confidentiality designation at the time made and a failure to do so shall not
21 preclude a subsequent challenge thereto.

22 9. Copies of Confidential Documents

23 The following procedures shall be utilized by the Parties in production of
24 documents and materials designated as "Confidential":

25 (a) All Counsel for Parties other than the party producing the confidential
26 material shall receive one copy of the confidential material at no charge.

27 (b) Counsel for Parties other than the party producing the confidential
28 material may make copies for internal use but shall not copy, duplicate, furnish,

1 disclose, or otherwise divulge any information contained in the confidential
2 documents to any source, except those persons identified in Paragraph 3 herein,
3 without further order of the Court or authorization from counsel for the party
4 producing the confidential material.

5 10. If any document or information designated as “Confidential” pursuant
6 to this Stipulated Protective Order is used or disclosed during the course of a
7 deposition, that portion of the deposition record reflecting such material shall be
8 stamped with the appropriate designation and access shall be limited pursuant to the
9 terms of this Stipulated Protective Order. The court reporter for the deposition shall
10 mark the deposition transcript cover page and all appropriate pages or exhibits and
11 each copy thereof, in accordance with Paragraph 5 of this Stipulated Protective
12 Order. Only individuals who are authorized by this Stipulated Protective Order to
13 see or receive such material may be present during the discussion or disclosure of
14 such material. The Parties shall work together to ensure that this process regarding
15 the use of confidential information at depositions is followed.

16 11. Notwithstanding the provisions of Paragraph 3, confidential
17 information produced pursuant to this Stipulated Protective Order may not be
18 delivered, exhibited or otherwise disclosed to any reporter, writer or employee of
19 any trade publication, newspaper, magazine or other media organization, including
20 but not limited to internet, radio and television media.

21 12. Should any information designated confidential be disclosed, through
22 inadvertence or otherwise, to any person not authorized to receive it under this
23 Stipulated Protective Order, the disclosing person(s) shall promptly (a) inform
24 counsel for the party that produced the confidential material of the recipient(s) and
25 the circumstances of the unauthorized disclosure and (b) use best efforts to bind the
26 recipient(s) to the terms of this Stipulated Protective Order.

27 13. No information shall lose its confidential status because it was
28 inadvertently or unintentionally disclosed to a person not authorized to receive it

1 under this Stipulated Protective Order. In addition, any information that is
2 designated confidential does not lose its confidential status due to any inadvertent or
3 unintentional disclosure. In the event that a party makes any such inadvertent
4 disclosure, the documents which are confidential will be identified accordingly,
5 marked in accordance with Paragraph 2 above, and a copy of the Confidential-
6 marked documents provided to the other parties to this action. Upon receipt of the
7 Confidential-marked documents, the receiving parties will return the unmarked
8 version of the documents to counsel for the party that produced the confidential
9 material within fourteen (14) days.

10 14. After the conclusion of this litigation, all documents and materials, in
11 whatever form stored or reproduced containing confidential information will remain
12 confidential. All documents and materials produced to counsel for the other parties
13 pursuant to this Stipulated Protective Order shall be returned to counsel for the party
14 that produced the confidential material in a manner by which counsel will be able to
15 reasonably verify that all documents were returned. All Parties agree to ensure that
16 all persons to whom confidential documents or materials were disclosed shall be
17 returned to counsel for the party that produced the confidential material.
18 “Conclusion” of this litigation means a termination of the case following any final
19 appeal or the expiration of the time to file a final appeal or settlement of all claims.

20 15. No later than thirty (30) days after conclusion of the litigation, all
21 persons having received the confidential documents shall return said documents to
22 counsel for the party that produced the confidential material or a confirmation in
23 writing that all such documents and/or information have been destroyed.

24 16. This Stipulated Protective Order shall remain in full force and effect
25 and shall continue to be binding on all parties and affected persons until this
26 litigation terminates, subject to any subsequent modifications of this Stipulated
27 Protective Order for good cause shown by this Court or any Court having
28 jurisdiction over an appeal of this action. Upon termination of this litigation, the

1 Parties agree the Stipulated Protective Order shall continue in force as a private
2 agreement between the Parties.

3 17. During the pendency of this lawsuit, the Court shall (a) make such
4 amendments, modifications and additions to this Stipulated Protective Order as it
5 may deem appropriate upon good cause shown; and, (b) adjudicate any dispute
6 arising under it.

7 IT IS SO STIPULATED.

8 Respectfully submitted,
9 Dated: July 15, 2015 HADSELL STORMER & RENICK LLP

10
11 By /s/ Joshua Piovia Scott
12 Barbara Enloe Hadsell
13 Dan Stormer
14 Josh Piovia-Scott
15 Mohammad Tajsar
16 Attorneys for Plaintiffs
17 JAMES JOSHUA MAYFIELD,
18 JAMES ALLISON MAYFIELD JR.,
19 TERRI MAYFIELD

20 Dated: July 15, 2015 LAW OFFICE OF LORI RIFKIN

21 By /s/ Lori E. Rifkin
22 Lori E. Rifkin
23 Attorneys for Plaintiffs
24 JAMES JOSHUA MAYFIELD,
25 JAMES ALLISON MAYFIELD JR.,
26 TERRI MAYFIELD

27 Dated: July 15, 2015 PORTER SCOTT
28 A PROFESSIONAL CORPORATION

By /s/ Lauren E. Calnero
Terence J. Cassidy

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Lauren E. Calnero
Attorneys for Defendant
IVAN OROZCO

Dated: July 15, 2015

LONGYEAR O'DEA & LAVRA

By /s/ Van Longyear
Van Longyear
Peter Zilaff
Attorneys for Defendants
COUNTY OF SACRAMENTO,
SCOTT JONES, JAMES LEWIS,
RICK PATTISON

Dated: July 15, 2015

WILKE FLEURY HOFFELT
GOULD & BIRNEY

By /s/ Robert F. Tyler, Jr.
Robert F. Tyler, Jr.
Attorney for Defendants
UNIVERSITY OF CALIFORNIA
DAVIS HEALTH SYSTEM, DR.
GREGORY SOKOLOV, DR.
CHARLES SCOTT, DR. ROBERT
HALES

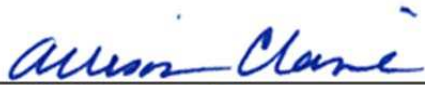
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ORDER

Pursuant to the stipulation and good cause appearing, it is so ordered.

DATED: July 20, 2015



ALLISON CLAIRE
UNITED STATES MAGISTRATE JUDGE