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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

REBECCA WILSON (by and through
Heatherlyn Bevard as Guardian ad Litem),

Plaintiff,

vs.

CITY OF WEST SACRAMENTO;
SERGIO ALVAREZ; West Sacramento
Police Department Chief DAN
DRUMMOND and DOES 1 through 30,
inclusive,

Defendant.

Case No.: Case No.: 2:13-2550-WBS-AC

**STIPULATED PROTECTIVE ORDER
REGARDING DISCOVERY OF
CONFIDENTIAL INFORMATION**

Defendants City of West Sacramento and Chief Dan Drummond (“Defendants”) and subpoenaed third-party City of Sacramento hereby stipulate to the following protective order:

1. On or about September 26, 2012, the West Sacramento Police Department requested that the Sacramento Police Department become the lead investigative agency into possible criminal conduct of Sergio Alvarez, a West Sacramento Police Officer. The Sacramento Police Department conducted the criminal investigation at the request of the West Sacramento Police Department and as a result, generated police reports, investigative

1 reports, witnesses' statements, as well as numerous other pieces of potential evidence in
2 connection with the criminal investigation. The City of West Sacramento now seeks
3 disclosure of the investigative file pertaining to Sergio Alvarez, in its entirety, from the
4 Sacramento Police Department.

5 Disclosure and discovery activity in this action will involve production of confidential
6 or private information for which special protection from public disclosure and from use for
7 any purpose other than the instant litigation may be warranted. Accordingly, the parties
8 hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.
9 The parties further acknowledge that this Stipulated Protective Order (hereafter the "Order")
10 does not entitle them to file confidential information under seal; Eastern District Local Rule
11 141 sets forth the procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the court to file material under seal.

13 2. In connection with discovery proceedings in this action, the parties designate
14 the following documents as "Confidential" pursuant to the terms of this Order. Confidential
15 information is information which has not been made public and which concerns or relates to
16 either (1) peace officer personnel records; (2) victim information or statements discussing
17 sexual assaults; (3) confidential law enforcement reports and investigative files; (4) audio or
18 video recordings of victims or witnesses; or (5) law enforcement records regarding criminal
19 history, arrest records, etc.; (6) information maintained by the Sacramento Police
20 Department, the disclosure of which may have the effect of causing embarrassment to certain
21 third-parties (hereafter sometimes referred to as "Confidential Material").

22 The protections conferred by this Order cover not only Confidential Material, but also
23 (1) any information copied or extracted from Confidential Material; (2) all copies, excerpts,
24 summaries, or compilations of Confidential Material; and (3) any testimony, conversations,
25 or presentations by parties or their counsel that might reveal Confidential Material.

26 3. Confidential documents shall be so designated by water-marking copies of the
27 document produced to a party with the word "CONFIDENTIAL." All documents
28

1 produced pursuant to this Order will be bates stamped and water-marked
2 “CONFIDENTIAL” “DO NOT DUPLICATE.”

3 4. Testimony taken at a deposition, conference, hearing or trial referencing,
4 mentioning, or using Confidential Material may be designated as “Confidential” by making
5 a statement to that effect on the record at the deposition or other proceeding. Arrangement
6 shall be made with the court reporter taking and transcribing such proceeding to separately
7 bind such portions of the transcript containing information designated as Confidential, and
8 to label such portions appropriately.

9 5. Material designated as confidential pursuant to this Order, the information
10 contained therein, and any summaries, copies, abstracts, or other documents, however stored
11 or reproduced, derived in whole or in part from the documents designated as Confidential
12 shall be used only for the purpose of the prosecution, defense, or settlement of this action,
13 and for no other purpose.

14 6. Confidential Material or information produced pursuant to this Order may be
15 disclosed or made available only to counsel for Defendants (including the paralegal, clerical
16 and secretarial staff employed by such counsel), and to the following “qualified persons”
17 designated below:

- 18 (a) Experts retained for consultation and/or trial;
- 19 (b) Court reporter(s) employed in this action;
- 20 (c) A witness at any deposition or other proceeding in this action; and
- 21 (d) Any other person as to whom the parties in writing agree.

22 Prior to receiving any Confidential Material, each “qualified person” shall be
23 provided with a copy of this Order and shall agree to sign the “Acknowledgement and
24 Agreement to be Bound” attached hereto as Exhibit A.

25 7. If Defendants are served with a subpoena, must comply with a continuing
26 obligation under the initial disclosures, must comply with a valid discovery request, or a
27 court order issued in this litigation compels disclosure of any information or items designated
28 in this action as “Confidential” Defendants must:

1 (a) Promptly notify in writing the Sacramento City Attorney's Office. Such
2 notification shall include a copy of the subpoena, discovery request, or court order;

3 (b) Promptly notify in writing the party who caused the subpoena,
4 discovery request, or order to issue in the other litigation that some or all of the material
5 covered by the subpoena or order is subject to this Order. Such notification shall include a
6 copy of this Stipulated Protective Order; and

7 (c) If disclosure of any Confidential Material or information must be made,
8 as required by a court order or provision of law, any information that is private, confidential,
9 or subject to any exemption from disclosure shall be removed or redacted prior to
10 production. Defendants shall use reasonable care in determining what documents should be
11 removed, withheld, or redacted subject to a subpoena, initial disclosure request, discovery
12 request, court order, or other requirement by law to produce any confidential materials and
13 documents.

14 8. Any Confidential Material or information produced by Defendants to another
15 party will be redacted with respect to law enforcement officers, officers of the court, and third
16 parties including, but not limited to: (i) home address; (ii) telephone numbers; (iii) social
17 security numbers; (iv) dates and places of birth; (v) driver's license numbers; (vi) medical
18 information or medical record information; or (vii) any other information which might be
19 exempt, privileged, confidential, or subject a person to embarrassment, annoyance, or
20 harassment. If unredacted disclosures are reasonably necessary during discovery, or
21 Defendants must produce unredacted disclosures pursuant to a Court Order, Defendants
22 shall use reasonable care in determining what unredacted information to produce, and
23 promptly notify the Sacramento City Attorney's Office of the disclosure.

24 9. In the event any Confidential Material is used in any Court proceeding in this
25 action, it shall not lose its confidential status through such use, and the party using the
26 Confidential Material shall take all reasonable steps to maintain its confidentiality during
27 use.

28 10. If Defendants learn that, by inadvertence or otherwise, they have disclosed

1 Confidential Material to any person or in any circumstance not authorized under this Order,
2 Defendants must immediately (a) notify in writing the Sacramento City Attorney's Office of
3 the unauthorized disclosures, (b) use their best efforts to retrieve all unauthorized copies of
4 the Confidential Material, (c) inform the person or persons to whom unauthorized
5 disclosures were made of all the terms of this Order, and (d) request such person or persons
6 to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as
7 Exhibit A.

8 11. This Order is entered into for the purpose of allowing the production of
9 documents and information from the City of Sacramento to the City of West Sacramento
10 without involving the Court unnecessarily in the process. Nothing in this Order nor the
11 production of any information or document pursuant to the terms of this Order nor any
12 proceedings pursuant to this Order shall be deemed to have the effect of an admission or
13 waiver by either party or of altering the confidentiality or non-confidentiality of any such
14 document or information or altering any existing obligation of any party or the absence
15 thereof.

16 12. This Order shall not be construed to require disclosure of information that is
17 protected by the attorney-client privilege, work product doctrine, or any other privilege,
18 doctrine, or immunity. In addition, this Order shall not be construed to constitute a waiver
19 of any party's right to seek production of information that a party has designated as
20 privileged from disclosure.

21 13. This Order shall survive the final determination of this action, to the extent
22 that the information contained in Confidential Material is not or does not become known to
23 the public, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
24 information disclosed hereunder. Upon termination of this case, counsel for the parties shall
25 assemble and return to each other all documents, material and deposition transcripts
26 designated at Confidential, and all copies of the same, or in the alternative, shall take all
27 reasonable steps to have the Confidential Material and documents destroyed and disposed of
28 in a manner that will ensure no one will gain unauthorized access to the materials.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: September 17, 2014

/s/ Alex T. Hughes

4 _____
ALEX T. HUGHES

5 ANGELO, KILDAY & KILDUFF
6 Attorneys for Defendants City of West Sacramento
7 and Chief Dan Drummond

8
9 DATED: September 17, 2014

JAMES SANCHEZ
City Attorney

/s/ Michael A. Fry
(as authorized on 9/17/14)

10 By: _____

MICHAEL A. FRY
Senior Deputy City Attorney

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14 CITY OF SACRAMENTO,

15
16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 DATED: September 19, 2014

18 
19 _____
ALLISON CLAIRE
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ (print or type full name), of
5 _____ (print or type full address), declare under penalty
6 of perjury that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Eastern District of California on:
8 _____ [date] in the case of *Rebecca Wilson v. City of West Sacramento.*, Eastern District
9 Court Case 2:13-2550-WBS-AC. I agree to comply with and to be bound by all the terms of
10 this Stipulated Protective Order and I understand and acknowledge that failure to so could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I
12 will not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the provisions of
14 this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Eastern District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action.

19 I hereby appoint _____ [print or type full name] of
20 _____ [print or type full address and telephone number] as
21 my California agent for service of process in connection with this action

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

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