

1 **LUCERO LAW FIRM, APC**
2 Estevan R. Lucero, Esq. (SBN 298076)
3 steve@luceroLawfirm.com
4 750 B Street, Suite 3130
5 San Diego, CA 92101
6 Telephone: (619) 308-6875
7 Facsimile: (619) 365-9709

8 Attorneys for Plaintiff,
9 *SALVADOR SHANNON, an individual,*

10 **CREGGER & CHALFANT LLP**
11 ROBERT L. CHALFANT, SBN 203051
12 Email: rlc@creggerlaw.com
13 WENDY MOTOOKA, SBN 233589
14 Email: wm@creggerlaw.com
15 701 University Avenue, Suite 110
16 Sacramento, CA 95825
17 Telephone: 916.443-4443
18 Facsimile: 916.443-2124

19 Attorneys for Defendants *COUNTY OF*
20 *SACRAMENTO, TIMOTHY JONES,*
21 *and JOSEPH REEVE*

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

24 SALVADOR SHANNON, an
25 individual,

26 Plaintiff,

27 v.

28 SACRAMENTO COUNTY, a
government entity; TIMOTHY
JONES, an individual; and JOSEPH
REEVE, an individual,

Defendant.

No. 2:15-cv-00967-KJM-DB

**STIPULATED PROTECTIVE ORDER
RE COUNTY OF SACRAMENTO
PERSONNEL FILES**

///

///

1 **TO THE ABOVE-ENTITLED COURT:**

2 Plaintiffs have requested copies of certain County of Sacramento Deputies'
3 personnel files. In response to such requests, the Defendant County of Sacramento
4 and Deputy Defendants, Timothy Jones and Joseph Reeve ("Deputy Defendants"),
5 have objected that their personnel records are shielded by privacy. The parties agree,
6 however, that the requested documents may be produced, subject to this protective
7 order.

8 Documents subject to this protective order shall be marked using words to the
9 effect of "Confidential," "Confidential Documents," or "Confidential Material
10 Subject to Protective Order." The documents and writings so designated, and all
11 information derived therefrom (hereinafter, collectively, "Confidential Information"),
12 shall be treated in accordance with the terms of this stipulation/protective order. The
13 "Confidential" mark shall not obscure the writings on the document's legibility and
14 shall not be repeated more than once per page.

15 In addition, to the extent documents being produced under a
16 "CONFIDENTIAL" footer have personal information pertaining to deputies (such as
17 social security numbers, dates of birth, home addresses or telephone numbers,
18 drivers' license numbers, benefits information, or medical information) or the names
19 and similar personal information of the deputies' family members, such information
20 will be redacted by black marker from the documents before production, even with
21 the protective order. For any documents containing third parties' social security
22 numbers, dates of birth, or drivers' license numbers, such information will also be
23 redacted with black marker. In the event that the Plaintiffs believe certain redacted
24 material might have some relevancy warranting disclosure, the parties agree to meet
25 and confer on whether the information should be disclosed (albeit subject to the
26 protective order). If the parties cannot resolve such redaction issues, then they will
27 seek resolution of the matters by the Court.

28 Accordingly, Plaintiffs and Defendants hereby stipulate to the following and

1 jointly move this Court for entry of a Protective Order governing use and disclosure
2 of those County of Sacramento personnel file documents that are marked with a
3 “CONFIDENTIAL” footer or other indication of “CONFIDENTIAL” status and
4 which may be disclosed in the course of discovery in this action:

5 1. Plaintiffs and their attorneys in this action are expressly prohibited from using
6 or disclosing the Confidential Information obtained in discovery for any
7 purpose other than Permitted Uses, which include the evaluation of the claims
8 and defenses in this action, and the development, preparation, and presentation
9 of Plaintiffs’ claims in the present action. permitted uses described below.

10 2. Permitted Uses include disclosure of the Confidential Information to the
11 following described persons or entities for the purposes of the litigation, all of
12 whom shall be advised of the requirements of this stipulation and the
13 obligation for them to also comply with the Protective Order:

14 a. The parties and the parties’ attorneys of record in this action, and
15 members of the paralegal, secretarial, and clerical staff employed
16 or retained by the parties’ attorneys of record and assisting in
17 connection with this action.

18 b. Members of the data entry and data processing staff employed or
19 retained by the parties’ attorneys of record and assisting in the
20 development or use of data retrieval systems in connection with
21 this action.

22 c. Court reporters employed by a party holding depositions to
23 transcribe the testimony produced in any depositions necessitated
24 by this action. Every court reporter shall separately bind transcript
25 exhibits consisting of any of the Confidential Information and shall
26 place on the first page of each such bound portion the following
27 legend:

28 “This transcript contains documents designated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONFIDENTIAL pursuant to the Protective Order for Defendant Deputies' Personnel Files in the case of Salvador Shannon v. County of Sacramento, et al., United States District Court for the Eastern District of California, Case Number 15-cv-00967 KJM-CKD. These documents are not to be disclosed to anyone to whom their disclosure is not expressly permitted by said Protective Order.

- d. Expert witnesses retained by the parties either for consultation in the course of preparation of their claims or defenses for trial and/or for use by such expert witnesses in the preparation of their testimony for deposition or trial and for giving actual testimony.
 - e. Those personnel employed by copy services and exhibit production service companies that may be hired by the parties' counsel to duplicate documents and/or to prepare trial exhibits in this action.
 - f. Jury consultants hired by the parties to assist in the trial of this matter.
 - g. A mutually-agreed-upon mediator retained by the parties' attorneys of record.
 - h. Such other parties as may be agreed by written stipulation among the parties hereto, or by Court Order.
3. Prior to the disclosure of any Confidential Information to any person described in paragraph 2, counsel for the party that has received and seeks to use or disclose such Confidential Information shall first provide any such person with a copy of this protective order, and shall cause him or her to execute the following acknowledgment:
- “I understand that I am being given access to Confidential Information pursuant to the foregoing protective order. I have read the stipulation/protective order and agree to be bound by its terms with

1 respect to the handling, use and disclosure of such Confidential
2 Information.

- 3 4. If the Plaintiff seeks to file any of the Confidential Information in support
4 of any future pleadings or motions,, Plaintiff must file the Confidential
5 Information with a request to seal, referencing this Protective Order as
6 grounds. Defendants shall then have three days in which to make the
7 requisite showing to the Court for the sealing order.
- 8 5. At the conclusion of this action (which will be the point at which a final
9 judgment has been rendered and all appellate avenues of relief by all parties
10 have been exhausted), Plaintiffs and their attorneys of record are ordered to
11 either: (1) return all copies of the Confidential Information to counsel for
12 Defendants, or (2) destroy all copies of the records. This Order does not
13 require destruction of the originals of such records as they are kept and used
14 in the ordinary course of business by Defendant County of Sacramento.
- 15 6. All parties agree that Plaintiffs preserve the right to challenge any
16 information labeled as Confidential Information.
- 17 7. The Court may modify the terms and conditions of the Protective Order for
18 good cause, or in the interests of justice, or on its own order at any time in
19 these proceeding.

20 **IT IS SO STIPULATED.**

21
22 DATED: March 15, 2017

LUCERO LAW FIRM, APC

23 By: /s/ Estevan R. Lucero
24 Attorney for Plaintiff,
25 Salvador Shannon
26 E-mail: steve@lucerolawfirm.com

27
28 DATED: March 15, 2017

CREGGER & CHALFANT LLP

By: /s/ Wendy Motooka
Attorneys for Defendants County of Sacramento,
Timothy Jones and Joseph Reeve

ORDER

Pursuant to the parties' March 16 2017 stipulation, (ECF No. 64), IT IS SO ORDERED.

IT IS FURTHER ORDERED THAT:

1. Requests to seal documents shall be made by motion before the same judge who will decide the matter related to that request to seal.

2. The designation of documents (including transcripts of testimony) as confidential pursuant to this order does not automatically entitle the parties to file such a document with the court under seal. Parties are advised that any request to seal documents in this district is governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to Seal Documents' shall set forth *the statutory or other authority for sealing*, the requested duration, the identity, by name or category, of persons to be permitted access to the document, and all relevant information." L.R. 141(b) (emphasis added).

3. A request to seal material must normally meet the high threshold of showing that "compelling reasons" support secrecy; however, where the material is, at most, "tangentially related" to the merits of a case, the request to seal may be granted on a showing of "good cause." Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the

1 procedures outlined in Local Rule 251. Absent a showing of good cause, the court
2 will not hear discovery disputes on an *ex parte* basis or on shortened time.

3 6. The parties may not modify the terms of this Protective Order without the
4 court's approval. If the parties agree to a potential modification, they shall submit a
5 stipulation and proposed order for the court's consideration.

6 7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over
7 enforcement of the terms of this Protective Order after the action is terminated.

8 8. Any provision in the parties' stipulation that is in conflict with anything in
9 this order is hereby DISAPPROVED.

10
11 Dated: March 23, 2017



DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

12
13
14
15
16
17
18
19
20
21
22
23
24 DLB:6
DB\orders\orders.civil\shannon0967.stip.prot.ord