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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

JOSLYNN HAMMERS, et al.,  
Plaintiffs,  
v.  
COUNTY OF SACRAMENTO, et al.,  
Defendants.

No. 2:15-cv-01800-KJM-AC

STIPULATED PROTECTIVE ORDER; AND  
ORDER

Defendant (Producing Party) COUNTY OF SACRAMENTO, in good faith, believes that certain documents relevant to the above-captioned case contain information that is (a) confidential, sensitive, or potentially invasive of an individual’s privacy interests; (b) not generally known; and (c) 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.

These confidential documents include, but are not limited to:

1. Training documents undertaken by the County Defendants occurring between January 1, 2010 through the date of production.

In light of the sensitive nature of the documents potentially to be disclosed and the strong presumption against disclosure of such information, the parties hereby request that any such disclosure be governed by a court-ordered protective order. The parties believe a court order, not a private agreement, properly facilitates the limited disclosure of such documents while protecting

1 them from general disclosure.

2 IT IS HEREBY STIPULATED by, among and between the parties through their  
3 respective undersigned counsel of record that the documents described herein, if ordered  
4 disclosed, may be designated as “Confidential” and produced subject to the following Protective  
5 Order:

6 1. The disclosed documents shall be used solely in connection with the civil case  
7 Hammers v. County of Sacramento, et al., Case No. 2:15-cv-01800-KJM-AC and in the  
8 preparation and trial of the cases, or any related proceeding.

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

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

17 (a) Parties to the case, their counsel of record, investigators, adjusters, experts,  
18 court reporters, and insurance carriers;

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

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

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

27 (e) The finder of fact at the time of trial, subject to the court’s ruling on *in*  
28 *limine* motions and objections of counsel; and

(f) Witnesses during their depositions in this action.

1           4.       Prior to the disclosure of any “Confidential” information from the County of  
2 Sacramento to any person identified in paragraph 3 and its sub-parts, each such recipient of  
3 “Confidential” information shall be provided with a copy of this Stipulated Protective Order,  
4 which he or she shall read. Upon reading this Stipulated Protective Order, such person shall  
5 acknowledge that he or she has read this Stipulated Protective Order and agrees to abide by its  
6 terms. Such person also must consent to be subject to the jurisdiction of the United States District  
7 Court for the Eastern District of California, including without limitation any proceeding for  
8 contempt. Provisions of this Stipulated Protective Order, insofar as they restrict disclosure and  
9 use of the material, shall be in effect until further order of this Court. The attorneys designated in  
10 subparts (a) and (b) of Paragraph 3 above shall be responsible for internally tracking the identities  
11 of those individuals to whom copies of documents marked “Confidential” from the County of  
12 Sacramento are given. Producing Party may request the identities of said individual(s) upon the  
13 final termination of the litigation or if it is able to demonstrate a good faith basis that Receiving  
14 Party, or agents thereof, have breached the terms of the Stipulated Protective Order.

15           5.       The documents produced pursuant to this Stipulated Protective Order shall only be  
16 used for the limited purpose of the subject civil litigation. Prior to filing any Sacramento County  
17 Department of Health and Human Services, Child Protective Services training documents under  
18 this Stipulated Protective Order, the party seeking to file will comply with Local Rule 141.

19           6.       The designation of documents or information as “Confidential” and the subsequent  
20 production thereof is without prejudice to the right of any party to oppose the admissibility of the  
21 designated document or information.

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

1 challenge thereto.

2 8. Copies of Confidential Documents.

3 The following procedures shall be utilized by the parties in production of documents and  
4 materials designated as “Confidential:”

5 (a) Counsel for each party shall receive one copy of the “Confidential”  
6 documents.

7 (b) Receiving Party shall not copy, duplicate, furnish, disclose, or otherwise  
8 divulge any information contained in the confidential documents to any source without further  
9 order of the Court or authorization from Receiving Party’s counsel.

10 (c) If Receiving Party, in good faith, require additional copies of documents  
11 marked “Confidential” in preparation of their case, they shall make a further request to Producing  
12 Party’s counsel. Upon agreement with Producing Party’s counsel, copies will be produced in a  
13 timely manner to the requesting party, pursuant to the procedures of this Stipulated Protective  
14 Order. Agreement shall not be unreasonably withheld by Receiving Party’s counsel.

15 (d) Any additional copying of the “Confidential” documents beyond the first  
16 copy will be charged to the requesting party.

17 (e) If any document or information designated as confidential pursuant to this  
18 Stipulated Protective Order is used or disclosed during the course of a deposition, that portion of  
19 the deposition record reflecting such material shall be stamped with the appropriate designation  
20 and access shall be limited pursuant to the terms of this Stipulated Protective Order. The court  
21 reporter for the deposition shall mark the deposition transcript cover page and all appropriate  
22 pages or exhibits and each copy thereof, in accordance with paragraph 5 of this Stipulated  
23 Protective Order. Only individuals who are authorized by this Protective Order to see or receive  
24 such material may be present during the discussion or disclosure of such material.

25 9. Notwithstanding the provisions of Paragraph 3, the information contained in the  
26 documents produced pursuant to this Protective Order may not be delivered, exhibited or  
27 otherwise disclosed to any reporter, writer or employee of any trade publication, newspaper,  
28 magazine or other media organization, including but not limited to radio and television media.

10. Should any information contained in the documents designated “Confidential” be

1 disclosed, through inadvertence or otherwise, to any person not authorized to receive it under this  
2 Protective Order, the disclosing person(s) shall promptly (a) inform Producing Party's counsel of  
3 the recipient(s) and the circumstances of the unauthorized disclosure to the relevant producing  
4 person(s) and (b) use best efforts to bind the recipient(s) to the terms of this Protective Order.

5 11. No information shall lose its "Confidential" status because it was inadvertently or  
6 unintentionally disclosed to a person not authorized to receive it under this Protective Order. In  
7 addition, any information that is designated "Confidential" and produced by the parties does not  
8 lose its "Confidential" status due to any inadvertent or unintentional disclosure.

9 12. Even after final disposition of this litigation, the confidentiality obligations  
10 imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees  
11 otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be  
12 the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and  
13 (2) final judgment herein after the completion and exhaustion of all appeals, re-hearings,  
14 remands, trials, or reviews of this action, including the time limits for filing any motions or  
15 applications for extension of time pursuant to applicable law.

16 13. Within 60 days after the final disposition of this action, as defined in paragraph 12,  
17 each Receiving Party must return all protected material to the Producing Party or destroy such  
18 material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
19 Protected Material. Any such archival copies that contain or constitute Protected Material remain  
20 subject to this Stipulated Protective Order as set forth in paragraph 12.

21 14. This Stipulated Protective Order shall remain in full force and effect and shall  
22 continue to be binding on all parties and affected persons until this litigation terminates, subject to  
23 any subsequent modifications of this Stipulated Protective Order for good cause shown by this  
24 Court or any Court having jurisdiction over an appeal of this action. Upon termination of this  
25 litigation, the parties agree the Stipulated Protective Order shall continue in force as a private  
26 agreement between the parties.

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

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Respectfully submitted,

Dated: February 26, 2016

LAW OFFICE OF ROBERT POWELL

By /s/ Brett O. Terry (as authorized on 2/26/16)  
Robert T. Powell  
Brett O. Terry  
Attorneys for Plaintiffs (Receiving Party)  
JOSLYNN and DESIRAE HAMMERS

Dated: February 26, 2016

LONGYEAR, O'DEA & LAVRA, LLP

By /s/ John A. Lavra (as authorized on 2/26/16)  
John A. Lavra  
Amanda L. McDermott  
Attorneys for Defendants  
COUNTY OF YOLO, DAVID YENNE, and  
RYAN MEZ


Dated: February 26, 2016

PORTER SCOTT  
A PROFESSIONAL CORPORATION

By /s/ Terence J. Cassidy  
Terence J. Cassidy  
John R. Whitefleet  
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Attorney for Defendants (Producing Party)  
COUNTY OF SACRAMENTO, JENNIFER  
RAUZY, SEIHDI KLOH, CYNTHIA MARSHALL,  
JENNIFER LAMB, KELSEY JOHNSON, and  
MARGO POREMBSKI

**IT IS SO ORDERED.**

DATED: February 26, 2016

  
ALLISON CLAIRE  
UNITED STATES MAGISTRATE JUDGE