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9
10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF CALIFORNIA
12 SACRAMENTO DIVISION
13

14
15 **CATHY SIMPSON,**

2:17-CV-01590 TLN KJN

16 Plaintiff,

STIPULATED PROTECTIVE ORDER

17 v.

18 **CALIFORNIA DEPARTMENT OF**
19 **CORRECTIONS AND REHABILITATION,**
20 **et al.,**

21 Defendants.

22
23 In an effort to facilitate discovery in this matter, Plaintiff Cathy Simpson and Defendants
24 CDCR, Kernan, Ventura, Goss, Moody, Fiori, Wilson, Pfeiffer, and Phillips stipulate that all
25 information, testimony, documents, or things produced or given (by a party or by a non-party) as
26 part of discovery in this action shall be governed by this Stipulated Protective Order, which
27 designates certain material as “CONFIDENTIAL.”

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1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
7 all disclosures or responses to discovery and that the protection it affords from public disclosure
8 and use extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section
10 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
11 information under seal; Eastern District Local Rule 141 sets forth the procedures that must be
12 followed and the standards that will be applied when a party seeks permission from the court to
13 file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
19 of Civil Procedure 26(c). Examples of confidential information could include the following: (a)
20 all medical and psychological records, reports, evaluations, and related billing pertaining to any
21 party, as well as the decedent Jason Christner and his cellmate Joseph Dorsey; (b) the central
22 prison files of Jason Christner and Joseph Dorsey; (c) all personnel records, reports, evaluations,
23 compensation information, and disciplinary records pertaining to any party; (d) peer review
24 materials pertaining to any party; (f) all materials containing the protected medical or mental
25 health information of any patient; (g) any materials, documentary or otherwise, that would hinder
26 or harm the criminal prosecution of Joseph Dorsey for the murder of Jason Christner; and (h) any
27 other materials of a confidential nature. However, this list (a) – (h) is intended to include
28 examples, and does not categorically mean that a document automatically qualifies for

1 designation under this order; any such designation can still be challenged, as set forth below, in
2 paragraph 6.

3 2.3 Counsel (without qualifier): Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or items that
6 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of the
8 medium or manner in which it is generated, stored, or maintained (including, among other things,
9 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
10 responses to discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
12 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
13 consultant in this action.

14 2.7 House Counsel: attorneys who are employees of a party to this action. House
15 Counsel does not include Counsel of Record or any other outside counsel.

16 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
17 entity not named as a Party to this action.

18 2.9 Counsel of Record: attorneys who are not employees of a party to this action but
19 are retained to represent or advise a party to this action and have appeared in this action on behalf
20 of that party or are affiliated with a law firm or government agency which has appeared on behalf
21 of that party.

22 2.10 Party: any party to this action, including all of its officers, directors, employees,
23 consultants, retained experts, and Counsel of Record (and their support staffs).

24 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
25 Material in this action.

26 2.12 Professional Vendors: persons or entities that provide litigation support services
27 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
28 organizing, storing, or retrieving data in any form or medium) and their employees and

1 subcontractors.

2 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
3 “CONFIDENTIAL.”

4 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected Material
8 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
9 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
10 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
11 However, the protections conferred by this Stipulation and Order do not cover the following
12 information: (a) any information that is in the public domain at the time of disclosure to a
13 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
14 result of publication not involving a violation of this Order, including becoming part of the public
15 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
16 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
17 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
18 use of Protected Material at trial shall be governed by a separate agreement or order.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations imposed by
21 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
22 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
23 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
24 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
25 including the time limits for filing any motions or applications for extension of time pursuant to
26 applicable law.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies under the
5 appropriate standards. The Designating Party must designate for protection only those parts of
6 material, documents, items, or oral or written communications that qualify – so that other portions
7 of the material, documents, items, or communications for which protection is not warranted are
8 not swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
10 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
11 unnecessarily encumber or retard the case development process or to impose unnecessary
12 expenses and burdens on other parties) expose the Designating Party to sanctions.

13 If it comes to a Designating Party’s attention that information or items that it designated
14 for protection do not qualify for protection, that Designating Party must promptly notify all other
15 Parties that it is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations.

17 Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a)
18 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
19 protection under this Order must be clearly so designated before the material is disclosed or
20 produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents, but
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
24 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a
25 portion or portions of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
27 margins).

28 A Party or Non-Party that makes original documents or materials available for inspection

1 need not designate them for protection until after the inspecting Party has indicated which
2 material it would like copied and produced. During the inspection and before the designation, all
3 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the
4 inspecting Party has identified the documents it wants copied and produced, the Producing Party
5 must determine which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix the
7 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or
8 portions of the material on a page qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
11 Designating Party identifies on the record, before the close of the deposition, hearing, or other
12 proceeding, all protected testimony.

13 (c) for information produced in some form other than documentary and for any other
14 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
15 or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
16 portion or portions of the information or item warrant protection, the Producing Party, to the
17 extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate.

19 If timely corrected, an inadvertent failure to designate qualified information or items does
20 not, standing alone, waive the Designating Party’s right to secure protection under this Order for
21 such material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the provisions of this
23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges.

26 Any Party or Non-Party may challenge a designation of confidentiality at any time.
27 Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to
28 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant

1 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
2 designation by electing not to mount a challenge promptly after the original designation is
3 disclosed.

4 6.2 Meet and Confer.

5 The Challenging Party shall initiate the dispute resolution process by providing written
6 notice of each designation it is challenging and describing the basis for each challenge. To avoid
7 ambiguity as to whether a challenge has been made, the written notice must recite that the
8 challenge to confidentiality is being made in accordance with this specific paragraph of the
9 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin
10 the process by conferring directly (in voice to voice dialogue; other forms of communication are
11 not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
12 Party must explain the basis for its belief that the confidentiality designation was not proper and
13 must give the Designating Party an opportunity to review the designated material, to reconsider
14 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
15 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
16 has engaged in this meet and confer process first or establishes that the Designating Party is
17 unwilling to participate in the meet and confer process in a timely manner.

18 6.3 Judicial Intervention.

19 If the Parties cannot resolve a challenge without court intervention, the Designating Party
20 shall file and serve a motion to retain within 21 days of the initial notice of challenge or within 14
21 days of the parties agreeing that the meet and confer process will not resolve their dispute,
22 whichever is earlier. Each such motion must be accompanied by a competent declaration
23 affirming that the movant has complied with the meet and confer requirements imposed in the
24 preceding paragraph. Failure by the Designating Party to make such a motion including the
25 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
26 confidentiality designation for each challenged designation, unless this time is extended by
27 consent of the parties or order of the court. In addition, the Challenging Party may file a motion
28 challenging a confidentiality designation at any time if there is good cause for doing so, including

1 a challenge to the designation of a deposition transcript or any portions thereof. Any motion
2 brought pursuant to this provision must be accompanied by a competent declaration affirming that
3 the movant has complied with the meet and confer requirements imposed by the preceding
4 paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the Designating
6 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
8 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
9 file a motion to retain confidentiality as described above, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled under the Producing Party's
11 designation until the court rules on the challenge.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles.

14 A Receiving Party may use Protected Material that is disclosed or produced by another
15 Party or by a Non-Party in connection with this case only for prosecuting, defending, or
16 attempting to settle this litigation. Such Protected Material may be disclosed only to the
17 categories of persons and under the conditions described in this Order. When the litigation has
18 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
19 DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a location and in
21 a secure manner that ensures that access is limited to the persons authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

23 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Counsel of Record in this action, as well as employees of
26 said Counsel of Record to whom it is reasonably necessary to disclose the information for this
27 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
28 attached hereto as Exhibit A;

1 (b) the officers, directors, and employees (including House Counsel) of the Receiving
2 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
5 reasonably necessary for this litigation and who have signed the “Acknowledgment and
6 Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
9 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
10 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
12 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
13 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
14 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
15 bound by the court reporter and may not be disclosed to anyone except as permitted under this
16 Stipulated Protective Order.

17 (g) the author or recipient of a document containing the information or a custodian or
18 other person who otherwise possessed or knew the information.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels
22 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
23 must:

24 (a) promptly notify in writing the Designating Party. Such notification shall include a
25 copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to issue in
27 the other litigation that some or all of the material covered by the subpoena or order is subject to
28 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;

1 and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
3 Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with the
5 subpoena or court order shall not produce any information designated in this action as
6 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
7 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
8 shall bear the burden and expense of seeking protection in that court of its confidential material –
9 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
10 Party in this action to disobey a lawful directive from another court.

11 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
12 LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Non-Party in
14 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
15 connection with this litigation is protected by the remedies and relief provided by this Order.
16 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
17 additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce a
19 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
20 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party that some
22 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
24 in this litigation, the relevant discovery request(s), and a reasonably specific description of the
25 information requested; and

26 (3) make the information requested available for inspection by the Non-Party.

27 (c) If the Non-Party fails to object or seek a protective order from this court within 14
28 days of receiving the notice and accompanying information, the Receiving Party may produce the

1 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
2 seeks a protective order, the Receiving Party shall not produce any information in its possession
3 or control that is subject to the confidentiality agreement with the Non-Party before a
4 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
5 burden and expense of seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
8 Material to any person or in any circumstance not authorized under this Stipulated Protective
9 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
10 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
11 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made
12 of all the terms of this Order, and (d) request such person or persons to execute the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
15 MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently
17 produced material is subject to a claim of privilege or other protection, the obligations of the
18 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
19 provision is not intended to modify whatever procedure may be established in an e-discovery
20 order that provides for production without prior privilege review. Pursuant to Federal Rule of
21 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
22 communication or information covered by the attorney-client privilege or work product
23 protection, the parties may incorporate their agreement in the stipulated protective order
24 submitted to the court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
27 seek its modification by the court in the future.
28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
2 Order no Party waives any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
4 no Party waives any right to object on any ground to use in evidence of any of the material
5 covered by this Protective Order.

6 12.3 Filing Protected Material. Without written permission from the Designating Party
7 or a court order secured after appropriate notice to all interested persons, a Party may not file in
8 the public record in this action any Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
11 issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request
12 establishing that the Protected Material at issue is entitled to protection under the law.

13 13. FINAL DISPOSITION

14 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
15 Receiving Party must return all Protected Material to the Producing Party or destroy such
16 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the Protected
18 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
19 submit a written certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
21 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
22 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
25 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
26 product, and consultant and expert work product, even if such materials contain Protected
27 Material. Any such archival copies that contain or constitute Protected Material remain subject to
28 this Protective Order as set forth in Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: May 8, 2018

Law Office of Sanjay S. Schmidt

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*/s/ Sanjay S. Schmidt*¹ (as authorized on
05/08/2018)

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5

SANJAY S. SCHMIDT
Attorney for Plaintiff Cathy Simpson

6

7 Dated: May 8, 2018

XAVIER BECERRA
Attorney General of California
CHRISTOPHER J. BECKER
Supervising Deputy Attorney General

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9

/s/ Joanna B. Hood

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JOANNA B. HOOD
Deputy Attorney General
*Attorneys for Defendants Kernan, Ventura,
Goss, Moody, Fiori, Wilson, Department of
Corrections and Rehabilitation, Pfeiffer, and
Phillips*

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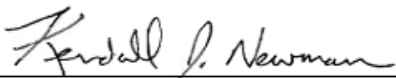
14 PURSUANT TO STIPULATION, IT IS SO ORDERED, with the following amendments and
15 clarifications:

16 1. Nothing in this order limits the testimony of parties or non-parties, or the use of certain
17 documents, at any court hearing or trial—such determinations will only be made by the
18 court at the hearing or trial, or upon an appropriate motion.

19 2. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of
20 the terms of this stipulated protective order after the action is terminated.

21

22 Dated: May 9, 2018


KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

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26

27 ¹ Pursuant to Local Rule 131(e), Plaintiff’s counsel has authorized submission of this
28 document on his behalf.

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for
6 the Northern District of California on [date] in the case of _____ [**insert formal name of**
7 **the case and the number and initials assigned to it by the court**]. I agree to comply with and to
8 be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge
9 that failure to so comply could expose me to sanctions and punishment in the nature of contempt.
10 I solemnly promise that I will not disclose in any manner any information or item that is subject
11 to this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

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

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20
21 Date: _____

22
23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____