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11 Attorneys for Plaintiffs

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 14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
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17  
 18 DELPHINE ALLEN, et al.,  
 19 Plaintiffs,

20 vs.

21  
 22 CITY OF OAKLAND, et al.,  
 23 Defendants.  
 24

CASE NO: C00-4599 TEH

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 26 } **STIPULATION AND [PROPOSED]**  
 27 } **PROTECTIVE ORDER RE: CITY OF**  
 28 } **OAKLAND POLICE DEPARTMENT'S**  
 } **WEEKLY REPORTS PRODUCED TO**  
 } **PLAINTIFFS' COUNSEL PURSUANT TO**  
 } **THE COURT'S ORDER OF NOVEMBER**  
 } **5, 2010**

26 Plaintiffs (hereinafter, Receiving Party) and Defendant City of Oakland (hereinafter,  
 27 Producing Party), and Intervenor Oakland Police Officers Association (OPOA) by and through  
 28 their respective attorneys of record, do hereby stipulate to the following Protective Order:

Stipulated Protective Order  
 Allen v. City of Oakland, C000-4599 TEH

1 1. The weekly reports (hereinafter, "Protected Material"), which are to be produced by  
2 Defendant City of Oakland to Plaintiffs' and OPOA's counsel pursuant to the Court's Order Re:  
3 Weekly Reports, entered on November 5, 2010, shall be deemed CONFIDENTIAL and each  
4 page of each report shall be stamped with the designation "Confidential Subject to Protective  
5 Order" and each page will be bated stamped.

6  
7 2. Any party seeking to file any Protected Material or portion thereof as an exhibit to a  
8 Court filing shall meet and confer with the opposing party to determine whether filing under  
9 seal is warranted and, if so, shall follow the requirements of Civil Local Rule 79-5. The  
10 parties acknowledge that a request to file a document under seal must "establish[] that the  
11 document, or portions thereof, is privileged or protectable as a trade secret or otherwise  
12 entitled to protection under the law." Civ. L.R. 79-5.

13  
14 3. Any Party desiring to maintain the confidentiality of the transcript or any exhibits  
15 affixed to the transcript pertaining to the content of said Protected Materials shall, before the  
16 close of the deposition, hearing, or other proceeding, specify any portions of the testimony that  
17 qualify as confidential. Transcript pages containing any such Protected Material must be  
18 separately bound by the court reporter, who must affix to the top of each such page the legend  
19 "CONFIDENTIAL" as instructed by the Party or non-party offering or sponsoring the witness or  
20 presenting the testimony.

21  
22 4. A Party that elects to press a challenge to a confidentiality designation of a transcript  
23 of any proceeding concerning the Protected Material, after considering the justification offered  
24 by the Designating Party, may file and serve a motion that identifies the challenged material and  
25 sets forth in detail the basis for the challenge. Each such motion must be accompanied by a  
26 competent declaration that affirms that the movant has complied with the meet and confer  
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1 requirements imposed in the preceding paragraph and that sets forth with specificity the  
2 justification for the confidentiality designation that was given by the Designating Party in the  
3 meet and confer dialogue. The burden of persuasion in any such challenge proceeding shall be  
4 on the Designating Party. Until the court rules on the challenge, all parties shall continue to  
5 afford the material in question the level of protection to which it is entitled under the Designating  
6 Party's designation.  
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8         5. The Receiving Party or OPOA or Producing Party may use Protected Material in  
9 connection with this case only for prosecuting, defending, or attempting to settle this litigation.  
10 Such Protected Material may be disclosed only to the categories of persons and under the  
11 conditions described in this Order. When the litigation has terminated, a Receiving Party and  
12 OPOA must comply with the provisions set forth below concerning the final disposition of the  
13 Protected Material.  
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15         6. Unless otherwise ordered by the Court or permitted in writing by the Producing Party,  
16 a Receiving Party or OPOA may disclose the Protected Material designated CONFIDENTIAL  
17 by this Stipulated Protective Order only to:  
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19         (a) employees of the Receiving Party or employees, officers or directors of the OPOA to  
20 whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement  
21 to Be Bound by Protective Order" (Exhibit A);  
22

23         (b) experts (as defined in this Order) of the Receiving Party or OPOA to whom  
24 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
25 Bound by Protective Order" (Exhibit A);  
26

27         (c) the Court and its personnel;  
28

1 (d) court reporters, their staffs, and professional vendors to whom disclosure is  
2 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
3 Protective Order" (Exhibit A);

4 (e) during their deposition, witnesses in the action to whom disclosure is reasonably  
5 necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A).

6 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected  
7 Material may be separately bound as specified above;

8 (f) the author the document or the original source of the information.

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

17  
18 8. Unless otherwise ordered or agreed in writing by the Producing Party, the Receiving  
19 Party and OPOA must return all Protected Material to the Producing Party following the final  
20 termination of this action. With permission in writing from the Producing Party, the Receiving  
21 Party or OPOA may destroy some or all of the Protected Material instead of returning it.

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23 9. Nothing in this Order abridges the right of any person to seek its modification by the  
24 Court in the future.

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26 10. The Court shall retain jurisdiction over any matter covered by this Stipulation and  
27 Order for 24 months after the final termination of this action.

1 IT IS SO STIPULATED.

2  
3  
4 DATED: November 15, 2010

5  
6 By: \_\_\_\_\_ /s/  
7 JAMES B. CHANIN  
8 Attorney for Plaintiffs

9 DATED: November 15, 2010

10 By: \_\_\_\_\_  
11 GREGORY M. FOX  
12 Attorney for Defendant  
13 City of Oakland

14 Dated: November 15, 2010

15 \_\_\_\_\_ /s/  
16 Rockne A. Lucia Jr.  
17 Attorney for the OPOA

18 ATTORNEY ATTESTATION

19 I hereby attest that I have on file all holograph signatures for any signatures indicated by  
20 a "conformed" signature (/s/) within this E-filed document.

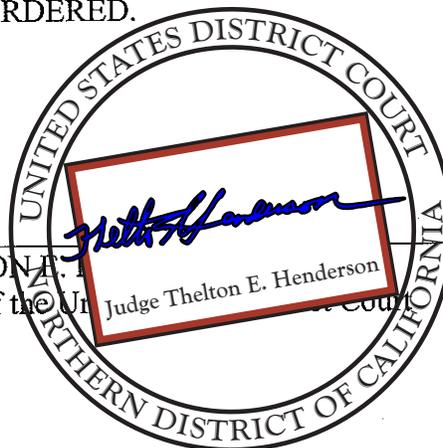
21 Dated: November 15, 2010

22 \_\_\_\_\_ /s/  
23 GREGORY M. FOX

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25 DATED: 11/15, 2010

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28 THELTON A. HENDERSON  
Judge of the United States District Court



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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States Court for the Northern District of California on  
\_\_\_\_\_ [date] in the case of Allen v. City of Oakland, et al. Case No. C-00-  
4599 TEH. I agree to comply with and be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

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

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

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

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Signature: \_\_\_\_\_

[signature]