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 15 CITY AND COUNTY OF SAN FRANCISCO,  
 16 GEORGE GASCON and BUDDY SIGUIDO

17 **UNITED STATES DISTRICT COURT**  
 18 **NORTHERN DISTRICT OF CALIFORNIA**

20 JNANA BRIGHT,  
 21 Plaintiff,  
 22 vs.  
 23 CITY AND COUNTY OF SAN FRANCISCO,  
 24 GEORGE GASCON, BUDDY SIGUIDO and  
 25 DOES 1 to 20, inclusive,  
 26 Defendants.

**CASE NO.:** CV 11-01586  
**STIPULATED PROTECTIVE ORDER RE.  
 PRODUCTION OF CONFIDENTIAL  
 RECORDS**

27 Plaintiff JNANA BRIGHT (“Plaintiff”) and Defendants CITY AND COUNT OF SAN

1 FRANCISCO, GEORGE GASCON and OFFICER BUDDY SIGUIDO (collectively “Defendants”),  
2 through their respective attorneys of record, stipulate to the following protective order:

3 1. PURPOSES AND LIMITATIONS

4 Disclosure and discovery activity in this action are likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public disclosure and from use for  
6 any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby  
7 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties  
8 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords extends only to the limited information or items that are  
10 entitled under the applicable legal principles to treatment as confidential. The parties further  
11 acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no  
12 entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13 that must be followed and reflects the standards that will be applied when a party seeks permission  
14 from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Party: any party to this action, including all of its officers, directors, employees,  
17 consultants, retained experts, and outside counsel (and their support staff).

18 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
19 medium or manner generated, stored or maintained (including, among other things, testimony,  
20 transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery  
21 by any Party in this matter.

22 2.3 “Confidential” Information or Items: information (regardless of how generated,  
23 stored or maintained) or tangible things that qualify for protection under standards developed under  
24 F.R.Civ.P. 26(c). This material includes but is not limited to officer personnel records, juvenile  
25 records, and information on witnesses identified in each parties’ initial disclosures.

26 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
27 sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would

1 create a substantial risk of serious injury that could not be avoided by less restrictive means. This  
2 material includes but is not limited to officer personnel records, juvenile records, and information on  
3 witnesses identified in each parties' initial disclosures.

4           2.5    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
5 Producing Party.

6           2.6    Producing Party: a Party or non-party that produces Disclosure or Discovery  
7 Material in this action.

8           2.7    Designating Party: a Party or non-party that designates information or items that  
9 it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential –  
10 Attorneys' Eyes Only."

11           2.8    Protected Material: any Disclosure or Discovery Material that is designated as  
12 "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

13           2.9    Outside Counsel: attorneys who are not employees of a Party but who are  
14 retained to represent or advise a Party in this action.

15           2.10   House Counsel: attorneys who are employees of a Party.

16           2.11   Counsel (without qualifier): Outside Counsel and House Counsel (as well as  
17 their support staffs).

18           2.12   Expert: a person with specialized knowledge or experience in a matter pertinent  
19 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
20 consultant in this action and who is not a past or a current employee of a Party or of a competitor of a  
21 Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a  
22 competitor of a Party's.

23           2.13   Professional Vendors: persons or entities that provide litigation support services  
24 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,  
25 retrieving data in any form or medium; etc.) and their employees and subcontractors.

26           3.       SCOPE

27           The protections conferred by this Stipulation and Order cover not only Protected Material (as

1 defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts,  
2 summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or  
3 counsel to or in court or in other settings that might reveal Protected Material.

4 4. DURATION

5 Even after the termination of this litigation, the confidentiality obligations imposed by this  
6 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
7 otherwise directs.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or non-party that designates information or items for protection under this Order  
11 must take care to limit any such designation to specific material that qualifies under the appropriate  
12 standards. A Designating Party must take care to designate for protection only those parts of material,  
13 documents, items, or oral or written communications that qualify – so that other portions of the  
14 material, documents, items or communications for which protection is not warranted are not swept  
15 unjustifiably within the ambit of this Order.

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

20 If it comes to a Party's or a non-party's attention that information or items that it designated for  
21 protection do not qualify for protection at all, or do not qualify for the level of protection initially  
22 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the  
23 mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
25 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material  
26 that qualifies for protection under this Order must be clearly so designated before the material is  
27 disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (apart from transcripts of  
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top of  
5 each page that contains protected material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
7 making appropriate markings in the margins) and must specify, for each portion, the level of protection  
8 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY”).

10 A Party or non-party that makes original documents or materials available for  
11 inspection need not designate them for protection until after the inspecting Party has indicated which  
12 material it would like copied and produced. During the inspection and before the designation, all of the  
13 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced,  
15 the Producing Party must determine which documents, or portions thereof, qualify for protection under  
16 this Order, then, before producing the specified documents, the Producing Party must affix the  
17 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18 ONLY”) at the top of each page that contains Protected Material. If only a portion or portions of the  
19 material on a page qualifies for protection, the Producing Party must clearly identify the protected  
20 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the  
21 level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY”).

23 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
24 that the Party or non-party offering or sponsoring the testimony identify on the record, before the close  
25 of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions  
26 of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When  
27 it is impractical to identify separately each portion of testimony that is entitled to protection, and when

1 it appears that substantial portions of the testimony may qualify for protection, the Party or non-party  
2 that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or  
3 proceeding is concluded) a right to have up to twenty (20) days to identify the specific portions of the  
4 testimony as to which protection is sought and to specify the level of protection being asserted  
5 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those  
6 portions of the testimony that are appropriately designated for protection within the 20 days shall be  
7 covered by the provisions of this Stipulated Protective Order.

8 Transcript pages containing Protected Material must be separately bound by the  
9 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or  
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-party  
11 offering or sponsoring the witness or presenting the testimony.

12 (c) for information produced in some form other than documentary, and for  
13 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
14 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or  
16 item warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
17 portions, specifying whether they qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.”

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
20 designate qualified information or items as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY” does not, standing alone, waive the Designating Party’s right to secure  
22 protection under this Order for such material. If material is appropriately designated as  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” after the  
24 material was initially produced, the Receiving Party, on timely notification of the designation, must  
25 make reasonable efforts to assure that the material is treated in accordance with this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s

1 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
2 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its  
3 right to challenge a confidentiality designation by electing not to mount a challenge promptly after the  
4 original designation is disclosed.

5           6.2    Meet and Confer. A Party that elects to initiate a challenge to a Designating  
6 Party's confidentiality designation must do so in good faith and must begin the process by conferring  
7 directly (in voice-to-voice dialogue; other forms of communication are not sufficient) with counsel for  
8 the Designating Party. In conferring, the challenging Party must explain the basis for its belief that the  
9 confidentiality designation was not proper and must give the Designating Party an opportunity to  
10 review the designated material, to reconsider the circumstances, and, if no change in designation is  
11 offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next  
12 stage of the challenge process only if it has engaged in this meet and confer process first.

13           6.3    Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
14 designation after considering the justification offered by the Designating Party may file and serve a  
15 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that  
16 identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion  
17 must be accompanied by a competent declaration that affirms that the movant has complied with the  
18 meet and confer requirements imposed in the preceding paragraph and that sets forth with specificity  
19 the justification for the confidentiality designation that was given by the Designating Party in the meet  
20 and confer dialogue.

21           The burden of persuasion in any such challenge proceeding shall be on the Designating  
22 Party. Until the court rules on the challenge, all parties shall continue to afford the material in question  
23 the level of protection to which it is entitled under the Producing Party's designation.

## 24           7.        ACCESS TO AND USE OF PROTECTED MATERIAL

25           7.1    Basic Principles. A Receiving Party may use Protected Material that is disclosed  
26 or produced by another Party or by a non-party in connection with this case only for prosecuting,  
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the

1 categories of persons and under the conditions described in this Order. When the litigation has been  
2 terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL  
3 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose  
8 any information or item designated CONFIDENTIAL only to:

9 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
10 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
11 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
12 hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
15 “Agreement to Be Bound by Protective Order” (Exhibit A);

16 (c) experts (as defined in this Order) of the Receiving Party who whom  
17 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound  
18 by Protective Order” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters, their staffs, and professional vendors to whom disclosure  
21 is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
22 Protective Order” (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is  
24 reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit  
25 A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material  
26 must be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
27 under this Stipulated Protective Order.



1 (g) the author of the document or the original source of the information.

2 7.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

3 Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating  
4 Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL  
5 – ATTORNEYS’ EYES ONLY” only to:

6 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
7 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
8 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
9 hereto as Exhibit A;

10 (b) House Counsel of a Receiving Party (1) to whom disclosure is reasonably  
11 necessary for this litigation, and (2) who has signed the “Agreement to Be Bound by Protective Order”  
12 (Exhibit A);

13 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
14 necessary for this litigation, and (2) who have signed the “Agreement to Be Bound by Protective  
15 Order” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters, their staffs, and professional vendors to whom disclosure  
18 is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
19 Protective Order” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is  
21 reasonably necessary and who have signed the “Agreement to be Bound by Protective Order”. Pages  
22 of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
23 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
24 this Stipulated Protective Order. In the event the parties cannot agree upon whether disclosure is  
25 “reasonably necessary” said parties shall meet and confer on the matter and if there is no resolution  
26 may seek relief from the Court.

27 (g) the author of the document or the original source of information.

1           8.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
2 LITIGATION

3           If a Receiving Party is served with a subpoena or an order issued in other litigation that would  
4 compel disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the  
6 Designating Party, in writing (by fax, if possible) immediately and in no event more than three court  
7 days after receiving the subpoena or order. Such notification must include a copy of the subpoena or  
8 court order.

9           The Receiving Party also must immediately inform in writing the Party who caused the  
10 subpoena or order to issue in the other litigation that some or all of the material covered by the  
11 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must deliver  
12 a copy of this Stipulated Protective Order promptly to the Party in the other action that caused the  
13 subpoena or order to issue.

14           The purpose of imposing these duties is to alert the interested parties to the existence of this  
15 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
16 confidentiality interests in the court from which the subpoena or order issued. The Designating Party  
17 shall bear the burdens and the expenses of seeking protection in that court of its confidential material –  
18 and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in  
19 this action to disobey a lawful directive from another court.

20           9.       UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1           10.    FILING PROTECTED MATERIAL

2           Without written permission from the Designating Party or a court order secured after  
3 appropriate notice to all interested persons, a Party may not file in the public record in this action any  
4 Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil  
5 Local Rule 79-5.

6           11.    FINAL DISPOSITION

7           Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days  
8 after the final termination of this action, defined as the dismissal or entry of judgment by the district  
9 court, or if an appeal is filed, the disposition of the appeal, each Receiving Party must return all  
10 Protected Material to the Producing Party. As used in this subdivision, “all Protected Material”  
11 includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing  
12 any of the Protected Material. With permission in writing from the Designating Party, the Receiving  
13 Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected  
14 Material is returned or destroyed, the Receiving Party must submit a written certification to the  
15 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day  
16 deadline that identifies (by category, where appropriate) all the Protected Material that was returned or  
17 destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
18 summaries or other forms of reproducing or capturing any of the Protected material. Notwithstanding  
19 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,  
20 transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain  
21 Protected Material. Any such archival copies that contain or constitute Protected Material remain  
22 subject to this Protective Order as set forth in Section 4 (DURATION), above.

23           12.    MISCELLANEOUS

24           12.1   Right to Further Relief. Nothing in this Order abridges the right of any person to  
25 seek its modification by the Court in the future.

26           12.2   Right to Assert Other Objections. By stipulating to the entry of this Protective  
27 Order no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
2 Party waives any right to object on any ground to use in evidence any of the material covered by this  
3 Protective Order.

4 13. SANCTIONS

5 Should any party fail to comply with this PROTECTIVE ORDER, that party and that party's  
6 counsel shall be liable for all costs associated with enforcing this agreement, including but not limited  
7 to all attorney fees in amounts to be determined by the Court. The non-complying party and their  
8 counsel may also be subject to additional sanctions or remedial measures, such as contempt, evidentiary  
9 or terminating sanctions. The criteria for determining whether sanction are appropriate shall be the  
10 same as with other discovery issues as per the Local Rules and Federal Rules of Civil of Civil  
11 Procedure.

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13 Dated: September 26, 2011

14 DENNIS J. HERRERA  
15 City Attorney  
16 JOANNE HOEPER  
17 Chief Trial Deputy  
18 BLAKE P. LOEBS  
19 Chief of Civil Rights Litigation  
20 SEAN CONNOLLY  
21 Deputy City Attorney

22 By: /s/ \*Blake P. Loeb  
23 BLAKE P. LOEBS  
24 Attorneys for Defendants  
25 CITY AND COUNTY OF SAN FRANCISCO,  
26 GEORGE GASCON and BUDDY SIGUIDO

27 \*[The filer of this document attests that concurrence in the filing of  
this document has been obtained from all other signatories and shall  
serve in lieu of their signature.]

24 Dated: September 26, 2011

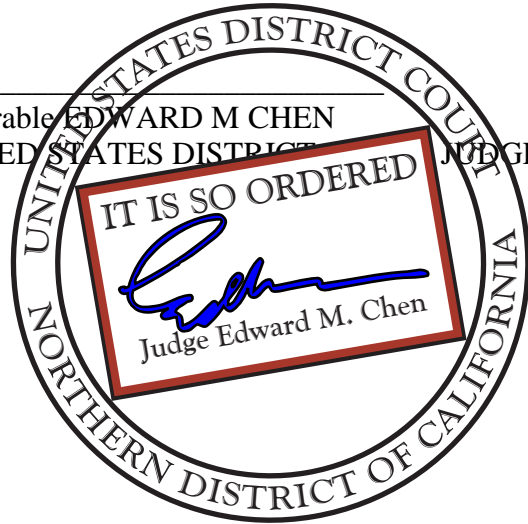
25 By: /s/ Daniel S. Sharp  
26 DANIEL S. SHARP  
27 Attorney for Plaintiff  
JNANA BRIGHT

**ORDER**

BASED ON THE ABOVE ENTERED STIPULATION, IT IS SO ORDERED.

Dated: 9/30/11

Honorable EDWARD M CHEN  
UNITED STATES DISTRICT COURT JUDGE



**EXHIBIT A**

*Stipulation and [Proposed] Protective Order  
Bright v. CCSF, et al.; Case No. C11-01586 EMC*

