

1 DENNIS J. HERRERA, State Bar #139669
 City Attorney
 2 CHERYL ADAMS, State Bar #164194
 Chief Trial Attorney
 3 SEAN F. CONNOLLY, State Bar #152235
 Deputy City Attorney
 4 Fox Plaza
 1390 Market Street, Sixth Floor
 5 San Francisco, California 94102-5408
 Telephone: (415) 554-3863
 6 Facsimile: (415) 554-3837
 Email: sean.connolly@sfgov.org

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 8 Attorneys for Defendants
 CITY AND COUNTY OF SAN FRANCISCO,
 9 SAN FRANCISCO POLICE OFFICER AUSTIN
 WILSON, SAN FRANCISCO POLICE OFFICER
 10 TIMOTHY A. ORTIZ

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 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 CHIEN VAN BUI AND AI HUYNH,
 individually, and as successors in interest to
 15 the Estate of Vinh Van Bui,

16 Plaintiffs,

17 vs.

18 CITY AND COUNTY OF SAN
 FRANCISCO, SAN FRANCISCO POLICE
 19 OFFICER AUSTIN WILSON, SAN
 FRANCISCO POLICE OFFICER TIMOTHY
 20 A. ORTIZ, and Does ONE through 50,

21 Defendants.

Case No. CV 11-4189 LB

**STIPULATED CONFIDENTIALITY
 AGREEMENT; SETTLEMENT
 CONFERENCE; STIPULATION NOT TO
 CALL CHIEF AS WITNESS; AND
 [PROPOSED] ORDER
 [N.D. CAL. ADR LR 7-5]**

Hearing Date: February 8, 2013
 Time: 10:00AM
 Place: Hon. James

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 23 Whereas, after meeting and conferring upon the issue, defendants have agreed to produce Chief
 24 Greg Suhr at the above dated settlement conference. In light of and in consideration of defendants'
 25 agreement to produce the Chief, plaintiff and defendants stipulate to the following:

26 1. All parties, all counsel and any other persons attending the settlement conference
 27 hereby stipulate and agree that the settlement conference will/shall be treated as confidential pursuant
 28

1 to Northern District Local Rule (ADR LR 7-5), and that everything discussed, anything drafted,
2 anything that happens or is/was said, shall be treated as confidential and cannot be used at a later
3 point in time.

4 2. United States District Court for the Northern District ADR L.R. 7-12 states:

5 "7-5 Settlement Conference Confidentiality

6 (a) Confidential Treatment. Except as provided by a case a case-specific order entered in
7 advance of the settlement conference or in subdivision (b) of this local rule, this court, the settlement
8 judge, all counsel and parties, and any other persons attending the settlement conference shall treat as
9 "confidential information" the contents of any written settlement conference statements, anything that
10 happened or was said, any position taken, and any view of the merits of the case expressed by any
11 participant in connection with any settlement conference. "Confidential information" shall not be:

12 (1) Disclosed to anyone not involved in the litigation;

13 (2) Disclosed to the assigned judge; or

14 (3) Use for any purpose, including impeachment, in any pending or future
15 proceeding in this court.

16 (b) Limited Exceptions to Confidentiality. This rule does not prohibit:

17 (1) Disclosures as may be stipulated by all parties;

18 (2) Any participant or the settlement judge from responding to an appropriate
19 request for information duly made by persons authorized by the court to monitor or evaluate the
20 court's ADR program in accordance with ADR L.R. 2-6; or

21 (3) Disclosures as are necessary to preserve the court's capacity to enforce lawful
22 orders or to discipline contumacious conduct, or as are otherwise required by law."

23 3. Violation of this Order shall subject the offending party or person to sanctions as
24 deemed appropriate by this court.

25 4. A party or person found to have violated this order shall be subject to attorneys fees for
26 any motion successfully brought by a party to enforce this order.

27 5. It is further stipulated that plaintiffs agree not to call Chief Greg Suhr as a witness at
28 trial, or subpoena or notice him for deposition, or seek discovery from him in any way.

1 6. "The parties further stipulate that the one exception to the above paragraph (5) is if
2 Chief Suhr is determined to be a percipient witness to any fact relevant to the incident giving rise to
3 the lawsuit based on information unrelated to the disclosures made at the settlement conference."
4 . Plaintiff may conduct discovery of the Chief on that fact(s) alone. In addition, plaintiff may depose
5 the Chief on a specific policy claim if plaintiff shows through means other than information disclosed
6 at the settlement conference that the Chief was directly involved in a policy relevant to plaintiffs'
7 *Monell* claim, and that deprivation of his testimony on such point would result in a "manifest
8 injustice" (as defined in *In re Anonymous*, 283 F.3d 627, 637 (4th Cir. 2002)). In no case shall
9 discovery or testimony be taken upon any fact or issue discussed or disclosed by the Chief at the
10 settlement conference. The parties agree that any dispute over this exception shall be resolved by
11 meeting and conferring first, and then by Magistrate Judge James, if necessary. No attorneys fees
12 shall be sought by either party for litigating this one issue.

13 7. It is hereby STIPULATED that all parties, all counsel and any other persons attending
14 the settlement agreement will respect and abide by this confidentiality agreement and that plaintiffs'
15 counsel will explain and advise plaintiffs and other family members present at the settlement
16 conference the terms of this stipulation and order and that they fact that they are bound by this
17 agreement.

1 Dated: February 7, 2013

DENNIS J. HERRERA
City Attorney
CHERYL ADAMS
Chief Trial Attorney
SEAN F. CONNOLLY
Deputy City Attorney

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5 By: : /s/ Sean F. Connolly
SEAN F. CONNOLLY
Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO, ET AL.

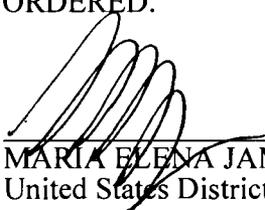
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8 Dated: February 7, 2013

CASPER MEADO, SCHWARTZ & COOK

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10 By: : /s/ Andrew Schwartz
ANDREW SCHWARTZ, ESQ.
Attorneys For Plaintiffs

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13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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15 Dated: 2-11-13



MARIA ELENA JAMES
United States District/Magistrate Judge