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10 Attorneys for Defendant  
 CITY AND COUNTY OF SAN FRANCISCO

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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

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15 MAURICE CALDWELL,  
 16 Plaintiff,  
 17 vs.  
 18 CITY AND COUNTY OF SAN  
 FRANCISCO; SAN FRANCISCO POLICE  
 19 DEPARTMENT; KITT CRENSHAW;  
 ARTHUR GERRANS; JAMES CROWLEY;  
 20 and DOES 1-10, inclusive,  
 21 Defendants.

Case No. 12-cv-1892 EDL

**STIPULATION AND ~~PROPOSED~~  
 PROTECTIVE ORDER**

Trial Date: April 6, 2015

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1 **STIPULATED PROTECTIVE ORDER**

2 Pursuant to Federal Rule of Civil Procedure 26(c) the parties have met and conferred and agree  
3 that the discovery of CONFIDENTIAL INFORMATION in this matter be made pursuant to the terms  
4 of this PROTECTIVE ORDER.

5 GOOD CAUSE APPEARING, the parties stipulate, though their attorneys of record, to the  
6 entry of an order as follows:

7 1. CONFIDENTIAL, within the meaning of this PROTECTIVE ORDER, shall mean any  
8 information which is in the possession of a Designating Party who believes in good faith that such  
9 information is entitled to confidential treatment under applicable law. CONFIDENTIAL  
10 MATERIALS means any Documents, Testimony or Information as defined below designated as  
11 CONFIDENTIAL pursuant to the provisions of this PROTECTIVE ORDER. DOCUMENTS means  
12 (i) any "Writing", "Original", and "Duplicate" as those terms are defined by the California Evidence  
13 Code Sections 250, 255, and 260 which have been produced in discovery in this Proceeding by any  
14 person, and (ii) any copies, reproductions, or summaries of all or any part of the foregoing.  
15 INFORMATION means the contents of TESTIMONY or DOCUMENTS. TESTIMONY means all  
16 depositions, declarations or other testimony taken or used in this Proceeding. The Designating Party  
17 shall have the right to designate as CONFIDENTIAL any DOCUMENTS, INFORMATION OR  
18 TESTIMONY that the Designating Party in good faith believes to contain non-public information that  
19 is entitled to confidential treatment under applicable law. The entry of this PROTECTIVE ORDER  
20 does not alter, waive, modify, or abridge any right, privilege or protection otherwise available to any  
21 Party with respect to the discovery of matters, including, but not limited to any Party's right to assert  
22 the attorney-client privilege, the attorney work product doctrine, or other privileges, or any Party's  
23 right to contest any such assertion. The Designating Party shall attempt to stamp "Confidential" on all  
24 such documents prior to production. In the event that any CONFIDENTIAL INFORMATION is  
25 inadvertently not stamped as "Confidential," the party who notices this oversight shall immediately  
26 make it known to the other parties and the documents shall immediately be stamped as "Confidential"  
27 and treated as such, as per this order.

1 CONFIDENTIAL INFORMATION, within the meaning of this PROTECTIVE ORDER, shall  
2 also include any and all documents containing peace officer Personnel Information, private  
3 information, confidential information, including any and all records made pursuant to citizen  
4 complaint, or other administrative or internal Department investigation, that a Designating Party  
5 considers in good faith to be or to contain Confidential, Official Information, or otherwise protected  
6 information, shall be subject to this Order and stamped or otherwise designated "Confidential."

7 2. The Non-Designating Party may challenge the Designating Party's designation of a  
8 particular document as CONFIDENTIAL INFORMATION by filing an appropriate motion, under  
9 seal, with the Court. The parties agree that the prevailing party in a motion to remove the confidential  
10 designation shall waive any entitlement to monetary sanctions, including attorney's fees.

11 3. Unless disclosure is ordered by the Court, attorneys for a Designating Party shall have  
12 the sole authority to determine that materials designated pursuant to this PROTECTIVE ORDER by  
13 that Party are no longer considered CONFIDENTIAL INFORMATION and will advise counsel for  
14 the Non-Designating Parties in writing if this determination is made.

15 4. Any CONFIDENTIAL INFORMATION that is disclosed or produced by any party or  
16 non-party in connection with this case may be used only for prosecuting, defending, or attempting to  
17 settle this litigation. CONFIDENTIAL INFORMATION may be disclosed only to the categories of  
18 persons and under the conditions described in this Order. When the litigation has been terminated, all  
19 parties or non-parties that have received CONFIDENTIAL INFORMATION must comply with the  
20 provisions of section 11, below. All parties or non-parties that have received CONFIDENTIAL  
21 INFORMATION must store and maintain it in a secure manner that ensures that access is limited to  
22 the persons authorized under this Order.

23 5. A Non-Designating Party may exhibit, discuss, and/or disclose CONFIDENTIAL  
24 INFORMATION only to the following categories of person and no other unless authorized by order of  
25 the Court:

26 a. the Non-Designating Party's Counsel;

27 b. Those partners, employees and agents of a Non-Designating Party that counsel

28 for such party deems necessary to aid counsel in the prosecution and defense of this

1 Proceeding. This is provided that prior to the Disclosure of CONFIDENTIAL MATERIALS  
2 such individual agrees to comply with the terms of this PROTECTIVE ORDER by executing  
3 the document attached as Exhibit A. Counsel shall file and serve that document upon its  
4 execution.

5 c. Experts, investigators or consultants retained by a Non-Designating Party to  
6 assist in the evaluation, preparation, or trial of this case; however, before any expert,  
7 investigator, or consultant is permitted to review the CONFIDENTIAL INFORMATION, such  
8 individual must agree to comply with the terms of this PROTECTIVE ORDER by executing  
9 the document attached as Exhibit A. The Non-Designating Party's counsel shall file and serve  
10 that document upon its execution; however, the Non-Designating Party's counsel shall not be  
11 required to file any Agreement to Comply any earlier than the date that Expert Disclosures are  
12 required to be made. Experts, investigators, and consultants shall not have any power to  
13 authorize further disclosure of CONFIDENTIAL INFORMATION to any other person.

14 6. Counsel for Plaintiff may not provide originals or copies of the CONFIDENTIAL  
15 INFORMATION to any plaintiff absent the written agreement of counsel for Defendants or a court  
16 order, subject to the following:

17 a. For purposes of evaluating the settlement value or potential jury verdict, counsel  
18 for Plaintiff may discuss the general nature of the CONFIDENTIAL INFORMATION with Plaintiff  
19 without disclosing any identifying details about a specific witness or any documents. Plaintiff's  
20 counsel may also review with Plaintiff any statement or interview given by Plaintiff.

21 7. Unless otherwise stipulated to by the Designating Party, any use of CONFIDENTIAL  
22 INFORMATION or comment on the substance of any CONFIDENTIAL INFORMATION in any  
23 papers or pleadings filed with the Court, shall be filed under seal pursuant to the Court's rules and  
24 procedures (see Northern District of California Civil Local Rule 79-5). The sealed envelopes shall be  
25 endorsed with the caption of this litigation, and an indication of the nature of the contents of the  
26 envelopes and a statement substantially in the following form:

27 "This envelope contains documents that are filed in this case pursuant to a  
28 Protective Order and are not to be opened nor the contents thereof to be

1 displayed or revealed except by further order of the Court or written consent of  
2 the City and County of San Francisco.”

3 8. In the event any person desires to exhibit documents or disclose CONFIDENTIAL  
4 INFORMATION covered under this stipulation during trial or pretrial proceedings, such person shall  
5 meet and confer with counsel for the Designating Party to reach an agreement, in accordance with the  
6 Court’s rules and procedures, on an appropriate method for disclosure, and if the Designating Party  
7 does not agree to such disclosure, such CONFIDENTIAL INFORMATION shall not be disclosed  
8 unless authorized by order of the Court. Unless otherwise agreed, transcripts and exhibits that  
9 incorporate or reference CONFIDENTIAL INFORMATION covered under this stipulation shall be  
10 treated as CONFIDENTIAL INFORMATION that is subject to the provisions of this PROTECTIVE  
11 ORDER. The Court Reporter shall mark as “Confidential” any deposition or hearing transcript that  
12 contains any CONFIDENTIAL INFORMATION or any reference to CONFIDENTIAL  
13 INFORMATION.

14 9. If a party who has received CONFIDENTIAL INFORMATION learns that, by  
15 inadvertence or otherwise, it has disclosed CONFIDENTIAL INFORMATION to any person or in any  
16 circumstance not authorized under this PROTECTIVE ORDER, the party must immediately (a) notify  
17 counsel for the Designating Party in writing of the unauthorized disclosures, (b) use its best efforts to  
18 retrieve all copies of the CONFIDENTIAL INFORMATION, (c) inform the person or persons to  
19 whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person  
20 or persons to execute the document that is attached hereto as Exhibit A.

21 10. Any inadvertent disclosure made in violation of this PROTECTIVE ORDER shall be  
22 immediately corrected by the offending party and does not constitute a waiver of the terms of this  
23 PROTECTIVE ORDER, except by written agreement of the parties, or further order of this Court.

24 11. All documents covered by this PROTECTIVE ORDER and copies thereof (including  
25 those in the possession of experts, consultants, etc.) will be returned to the Designating Party at the  
26 termination of this litigation. On final disposition of this case, counsel for a Non-Designating Party  
27 shall within 30 days after the final disposition of this case, without request or further order of this  
28 Court, return all CONFIDENTIAL INFORMATION to counsel of record for the Designating Party in

1 this matter. The provisions of this PROTECTIVE ORDER shall, without further order of the Court,  
2 continue to be binding after the conclusion of the action, and this Court will have jurisdiction to  
3 enforce the terms of this PROTECTIVE ORDER.

4 12. Should plaintiffs and plaintiffs' counsel or defendants or defendants' counsel fail to  
5 comply with this PROTECTIVE ORDER, the violating party shall be liable for all costs associated  
6 with enforcing this agreement, including but not limited to all attorney fees in amounts to be  
7 determined by the Court.

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1 Plaintiff and plaintiff's counsel and defendants and defendants' counsel may also be subject to  
2 additional sanctions or remedial measures, such as contempt, evidentiary or terminating sanctions.

3 IT IS SO STIPULATED.  
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5 Dated: July 15, 2013

DENNIS J. HERRERA  
City Attorney  
CHERYL ADAMS  
Chief Trial Attorney  
SEAN F. CONNOLLY  
BRADLEY A. RUSSI  
Deputy City Attorneys

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10 By: /s/ Bradley A. Russi  
BRADLEY A. RUSSI

11 Attorneys for Defendants  
12 CITY AND COUNTY OF SAN FRANCISCO, ET AL.

13  
14 DATED: July 15, 2013

**THE CLAYPOOL LAW FIRM**

15 By: /s/ Brian E. Claypool\*  
16 Brian E. Claypool  
Attorney for Plaintiff

17 DATED: July 15, 2013

**NORTHERN CALIFORNIA INNOCENCE  
PROJECT**

18 By: /s/ Linda Starr\*  
19 Linda Starr  
Attorney for Plaintiff

20  
21 \*Pursuant to General Order 45, §X.B., the filer of this  
22 document attests that he has received the concurrence of  
23 this signatory to file this document.  
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**EXHIBIT A**



**AGREEMENT TO COMPLY WITH STIPULATED PROTECTIVE  
ORDER FOR CONFIDENTIAL INFORMATION**

I, \_\_\_\_\_, have read and understand the Court’s Protective Order for CONFIDENTIAL INFORMATION. I agree to abide by all terms of the Order. In addition, I specifically understand and agree to the following:

1. I will not disclose the CONFIDENTIAL INFORMATION to any other person.
2. I understand that I have no power to authorize any other person to review the CONFIDENTIAL INFORMATION.
3. I agree not to make copies of the CONFIDENTIAL INFORMATION.
4. I agree to return the CONFIDENTIAL INFORMATION to the counsel for the party that produced it, at or before the conclusion of this litigation.

AGREED:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

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

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9 Attorneys for Defendant

10 CITY AND COUNTY OF SAN FRANCISCO

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 MAURICE CALDWELL,

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15 vs.

16 CITY AND COUNTY OF SAN  
17 FRANCISCO; SAN FRANCISCO POLICE  
18 DEPARTMENT; KITT CRENSHAW;  
19 ARTHUR GERRANS; JAMES CROWLEY;  
20 and DOES 1-10, inclusive,

21 Defendants.

Case No. 12-cv-1892 EDL

~~PROPOSED~~ PROTECTIVE ORDER

22 Trial Date: April 6, 2015

**ORDER**

Based on the above entered Stipulation, IT IS SO ORDERED

Dated: July 15, 2013

  
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THE HONORABLE ELIZABETH D. LAPORTE  
UNITED STATES MAGISTRATE JUDGE

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