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8 Attorneys for Defendants
 CITY AND COUNTY OF SAN FRANCISCO,
 9 MATTHEW LOPEZ, and RICHARD HASTINGS

10
 11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA

13 THE ESTATE OF KENNETH HARDING Jr.;
 DENIKA CHATMAN, individually and as
 14 personal representative of the ESTATE OF
 KENNETH HARDING, Jr.

15 Plaintiffs,

16 vs.

17 CITY AND COUNTY OF SAN FRANCISCO,
 18 a municipal corporation;
 OFFICER MATTHEW LOPEZ individually
 19 and in his official capacity as a Police Officer
 for CITY AND COUNTY OF SAN
 20 FRANCISCO; OFFICER RICHARD
 HASTINGS individually and in his official
 21 capacity as a Police Officer for CITY AND
 COUNTY OF SAN FRANCISCO; DOES 1-50,
 22 inclusive; individually and in their official
 capacities as POLICE OFFICERS for CITY
 23 AND COUNTY OF SAN FRANCISCO,

24 Defendants.

Case No. C12-3978 EMC

**STIPULATED [PROPOSED] TEMPORARY
 PROTECTIVE ORDER**

Trial Date: Not Set

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

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

6 1. CONFIDENTIAL INFORMATION, within the meaning of this PROTECTIVE
7 ORDER, shall include all documents containing peace officer personnel records, official information
8 and any other such documents that defendants in good faith have determined to be confidential.
9 Defendants shall attempt to stamp "Confidential" on all such documents prior to production. In the
10 event that any CONFIDENTIAL INFORMATION is inadvertently not stamped as "Confidential" by
11 defendants, the party who notices this oversight shall immediately make it known to the other parties
12 and the documents shall immediately be stamped as "Confidential" and treated as such, as per this
13 order.

14 2. Intentionally Blank

15 3. Plaintiff may challenge defendants' designation of a particular document as
16 CONFIDENTIAL INFORMATION by filing an appropriate motion, under seal, with the Court. The
17 parties agree that the prevailing party in a motion to remove the confidential designation shall waive
18 any entitlement to monetary sanctions, including attorney's fees.

19 4. Unless disclosure is ordered by the Court, attorneys for defendants shall have the sole
20 authority to determine that documents subject to the PROTECTIVE ORDER are no longer considered
21 CONFIDENTIAL INFORMATION and will advise counsel for plaintiff in writing if this
22 determination is made.

23 5. Plaintiff's Counsel 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. Plaintiff's Counsel;

27 b. Experts, investigators or consultants retained by Plaintiff's Counsel to assist in
28 the evaluation, preparation, or trial of this case; however, before any expert, investigator, or consultant

1 is permitted to review the CONFIDENTIAL INFORMATION, such individual must agree to comply
2 with the terms of this PROTECTIVE ORDER by executing the document attached as Exhibit A.
3 Plaintiff's counsel shall file and serve that document upon its execution; however, Plaintiff's counsel
4 shall not be required to serve Agreement to Comply any earlier than the date that Expert Disclosures
5 are required to be made and shall only have to serve the Agreements to Comply for designated experts.
6 Experts, investigators, and consultants shall not have any power to authorize further disclosure of
7 CONFIDENTIAL INFORMATION to any other person.

8 6. Counsel for Plaintiff may not provide originals or copies of the CONFIDENTIAL
9 INFORMATION to any plaintiff absent the written agreement of counsel for the City or a court order.
10 Counsel for Plaintiff, however, may show Plaintiff CONFIDENTIAL INFORMATION and may
11 discuss CONFIDENTIAL INFORMATION with Plaintiff.

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

18 "This envelope contains documents that are filed in this case pursuant to a
19 Protective Order and are not to be opened nor the contents thereof to be
20 displayed or revealed except by further order of the Court or written consent of
21 the City and County of San Francisco."

22 8. In the event any person desires to exhibit documents or disclose CONFIDENTIAL
23 INFORMATION covered under this stipulation during trial or pretrial proceedings, such person shall
24 meet and confer with counsel for defendants to reach an agreement, in accordance with the Court's
25 rules and procedures, on an appropriate method for disclosure. For depositions, CONFIDENTIAL
26 INFORMATION shall be shown to opposing counsel immediately before any CONFIDENTIAL
27 INFORMATION is shown to a witness. If the parties are unable to agree on the manner in which the
28 CONFIDENTIAL INFORMATION can be used in the deposition it will be Defendant's burden to
immediately seek a further order from the court within 7 days. Unless otherwise agreed, transcripts

1 and exhibits that incorporate or reference CONFIDENTIAL INFORMATION covered under this
2 stipulation shall be treated as CONFIDENTIAL INFORMATION that is subject to the provisions of
3 this PROTECTIVE ORDER. The Court Reporter shall mark as “Confidential” any portion of a
4 deposition or hearing transcript that contains any CONFIDENTIAL INFORMATION or any reference
5 to CONFIDENTIAL INFORMATION.

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

9 10. All documents covered by this PROTECTIVE ORDER and copies thereof (including
10 those in the possession of experts, consultants, etc.) will be returned to the San Francisco City
11 Attorney's Office at the termination of this litigation. On final disposition of this case, plaintiff's
12 counsel shall within 30 days after the final disposition of this case, without request or further order of
13 this Court, return all CONFIDENTIAL INFORMATION to the Deputy City Attorney of record in this
14 matter. The provisions of this PROTECTIVE ORDER shall, without further order of the Court,
15 continue to be binding after the conclusion of the action, and this Court will have jurisdiction to
16 enforce the terms of this PROTECTIVE ORDER.

17 11. Should any party or their counsel fail to comply with this PROTECTIVE ORDER, the
18 person violating the order shall be liable for all costs associated with enforcing this agreement,
19 including but not limited to all attorney fees in amounts to be determined by the Court. Any party and
20 their counsel may also be subject to additional sanctions or remedial measures, such as contempt,
21 evidentiary or terminating sanctions for violating this order. Counsel, however, shall not be held
22 responsible for actions that are attributable to a party.

23 12. Within 30 days after the initial delivery of the documents subject to this order, the
24 parties will meet and confer and regarding which documents should remain protected by this order. If
25 the parties are not able to come to an agreement, Defendants will have the burden to file a motion with
26 the Court seeking to have the disputed matters protected. Until the Court has resolved the Defendants'
27 motion, all documents designated as confidential shall remain protected by this order. Should
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1 Defendants not file a motion to have the disputed documents remain protected within 30 days after the
2 parties first meet and confer, this order shall no longer be in effect for those disputed documents to
3 which the parties have not agreed should be protected by this order. This temporary protective order
4 shall become the permanent order for all documents the parties agree should be protected.
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6 IT IS SO STIPULATED.

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8 Dated: June 14, 2013

DENNIS J. HERRERA
City Attorney
CHERYL ADAMS
Chief Trial Deputy
BLAKE P. LOEBS
Chief of Civil Rights Litigation

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11
12 By: /s/ Blake P. Loeb
13 BLAKE P. LOEBS
14 Attorneys for Defendants
15 CITY AND COUNTY OF SAN FRANCISCO,
16 MATTHEW LOPEZ, AND RICHARD HASTINGS

17
18 Dated: June 14, 2013

CARPENTER, ZUCKERMAN & ROWLEY, LLP

19 By: /s/ John C. Carpenter
20 JOHN C. CARPENTER
21 Attorneys for Plaintiffs,
22 THE ESTATE OF KENNETH HARDING Jr.;
23 DENIKA CHATMAN

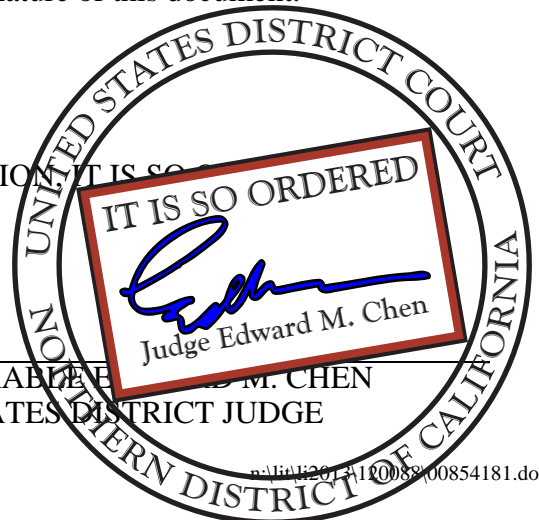
*Pursuant to General Order 45, the electronic signatory of
this documents attests that this individual concurs in his
electronic signature of this document.

24 **ORDER**

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

26 Dated: 6/17, 2013

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28 THE HONORABLE JUDGE EDWARD M. CHEN
UNITED STATES DISTRICT JUDGE



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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 keep or disseminate 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.
5. I understand that if I violate any of the terms of the Protective Order, then Plaintiffs,
Plaintiffs' Counsel, and I may be subject to sanctions or possible contempt.

AGREED:

DATE

SIGNATURE

PRINT NAME