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8 Attorneys for Defendant State of California, by and
 9 through its California Highway Patrol

10 IN THE UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12 CIVIL DIVISION

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| <p>15 ESTRELLA LYSANDRA ZAYAS, 16 Plaintiff, 17 v. 18 STATE OF CALIFORNIA, ET AL, 19 Defendants. 20 21</p> | <p>3:17-cv-02739-EMC STIPULATED PROTECTIVE ORDER; [PROPOSED] ORDER Courtroom: 5 – 17th Floor Judge: The Honorable Edward M. Chen Trial Date: Not assigned Action Filed: May 11, 2017</p> |
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22 The parties to this action, by and through their respective counsel, and hereby stipulate
 23 that production of any Mobil Video/Audio Recording System (“MVARs”) CD for April 16,
 24 2016 by CHP will be made pursuant to the following Stipulated Protective Agreement:

25 1. It is contemplated that the present disclosure of the MVARs CD under this
 26 stipulated protective order will be dispositive on plaintiff’s decision whether or not to proceed
 27 with the subject litigation. Should plaintiff decide to proceed with the litigation, the parties agree
 28 that plaintiff may move the Court for an order challenging the continued confidentiality of the

1 subject MVARs CD while defendants retain the right to oppose such a motion by plaintiff for
2 the purpose of retaining the confidentiality of the subject MVARs CD.

3 2. The MVARs CD and its contents may be used by the parties and their counsel
4 only in this litigation and may not be used in separate proceedings or actions at this time or in the
5 future without first being obtained through proper discovery procedures or court orders in those
6 separate proceedings or actions.

7 3. The MVARs CDs and its contents may not be disclosed, copied, distributed,
8 shown, or described to any person or entity (including, but not limited to, media representatives)
9 by the parties or their representatives or agents, other than (a) the parties to this litigation; (b) the
10 parties' attorneys, paralegals, and legal office staff in this litigation; (c) the parties' expert
11 consultants in this litigation for purposes of expert consultation and trial testimony preparation;
12 and (d) the court in this action, filed under seal, for purposes of this litigation.

13 4. The parties' expert consultants must sign an acknowledgment and agreement to
14 be bound by the terms of this Stipulated Protective Agreement.

15 5. The MVARs CD produced subject to this Stipulated Protective Agreement and
16 all copies thereof must be returned to CHP's counsel upon the termination of this litigation.

17 6. This Stipulated Protective Agreement does not in any way affect or prejudice the
18 right of any party at the time of trial or other proceedings in this action to object to the use or
19 admissibility of the MVARs CD at the trial or in other proceedings.

20 7. Violation of this Protective Order by any party or any other person, including, but
21 not limited to, any party's expert witnesses and consultants, will result in sanctions to be
22 determined by the Court upon application by any other party.

23 **SO STIPULATED:**

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25 Dated: June 6, 2017

26 /s/ Ky~~mberly~~ E. Speer
27 KYMBERLY E. SPEER
28 Attorney for Defendant State of California,
by and through its California Highway
Patrol

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Dated: June 6, 2017

LAW OFFICES OF PANOS LAGOS

/s/Panos Lagos
Panos Lagos, Esq.
Attorney for Plaintiff,
ESTRELLA LYSANDRA ZAYAS

ORDER

So ordered.

Dated: June 7, 2017

