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 8 Attorneys for Defendants
 CITY AND COUNTY OF SAN FRANCISCO,
 9 SAN FRANCISCO POLICE OFFICER DERRICK
 JACKSON, SAN FRANCISCO POLICE OFFICER
 10 BARRY PARKER

11
 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 BRENT OLIVIER,

15 Plaintiff,

16 vs.

17 CITY AND COUNTY OF SAN
 18 FRANCISCO, a municipal entity, SAN
 FRANCISCO POLICE DEPARTMENT,
 19 POLICE OFFICER DERRICK R.
 JACKSON, POLICE OFFICER
 20 PARKER, and DOES 1-100, jointly and
 severally,

21 Defendants.

Case No. 08-CV-04338-CW

STIPULATED PROTECTIVE ORDER

Trial Date: July 19, 2010
 Action Filed: September 16, 2008

1 Pursuant to Federal Rule of Civil Procedure 26(c) the parties have met and conferred and
2 agree that the discovery of CONFIDENTIAL INFORMATION in this matter be made pursuant to the
3 terms 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 nonetheless treat such documents as
12 CONFIDENTIAL INFORMATION. Such party shall also immediately make the labeling oversight
13 known to the other parties and the documents shall immediately be stamped as "Confidential" and
14 treated as such, as per this order.

15 2. The CONFIDENTIAL INFORMATION shall not be exhibited, displayed or otherwise
16 disclosed by Plaintiff's Counsel (or authorized persons described in Section 7) to other persons
17 except as specifically provided herein.

18 3. All documents, including, but not limited to, audiotapes, videotapes, photographs,
19 transcripts, etc., related to the criminal investigation incidental to the event forming the basis of this
20 lawsuit shall be also be deemed CONFIDENTIAL INFORMATION, within the meaning of this
21 stipulation.

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

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

3 6. Any CONFIDENTIAL INFORMATION that is disclosed or produced by any party or
4 non party in connection with this case may be used only for prosecuting, defending, or attempting to
5 settle this litigation. CONFIDENTIAL INFORMATION may be disclosed only to the categories of
6 persons and under the conditions described in this Order. When the litigation has been terminated, all
7 parties or non parties that have received CONFIDENTIAL INFORMATION must comply with the
8 provisions of Section 13, below.

9 All parties or non parties that have received CONFIDENTIAL INFORMATION must store
10 and maintain it in a secure manner that ensures that access is limited to the persons authorized under
11 this Order.

12 7. Plaintiff's Counsel may exhibit, discuss, and/or disclose CONFIDENTIAL
13 INFORMATION only to the following categories of person and no other unless authorized by order
14 of the Court:

15 a. Plaintiff's Counsel;

16 b. Experts, investigators or consultants retained by Plaintiff's Counsel to assist in the
17 evaluation, preparation, or trial of this case; however, before any expert, investigator, or consultant is
18 permitted to review the CONFIDENTIAL INFORMATION, such individual must agree to comply
19 with the terms of this PROTECTIVE ORDER by executing the document attached as Exhibit A.
20 Plaintiff's counsel shall file and serve that document upon its execution; however, Plaintiff's counsel
21 shall not be required to file any Agreement to Comply any earlier than the date that Expert
22 Disclosures are required to be made. Experts, investigators, and consultants shall not have any power
23 to authorize further disclosure of CONFIDENTIAL INFORMATION to any other person.

24 8. Counsel for Plaintiff may not provide originals or copies of the CONFIDENTIAL
25 INFORMATION to plaintiff absent the written agreement of counsel for the City or a court order,
26 subject to the following:

27 a. For purposes of evaluating the settlement value or potential jury verdict, counsel for
28 Plaintiff may discuss the general nature of the CONFIDENTIAL INFORMATION with plaintiff

1 without disclosing any identifying details about a specific incident or any documents. Plaintiff's
2 counsel may also review with a plaintiff any statement or interview given by that plaintiff.

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

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

12 10. In the event any person desires to exhibit documents or disclose CONFIDENTIAL
13 INFORMATION covered under this stipulation during trial or pretrial proceedings, such person shall
14 meet and confer with counsel for defendants to reach an agreement, in accordance with the Court's
15 rules and procedures, on an appropriate method for disclosure, and if defendants do not agree to such
16 disclosure, such CONFIDENTIAL INFORMATION shall not be disclosed unless authorized by
17 order of the Court. Unless otherwise agreed, transcripts and exhibits that incorporate or reference
18 CONFIDENTIAL INFORMATION covered under this stipulation shall be treated as
19 CONFIDENTIAL INFORMATION that is subject to the provisions of this PROTECTIVE ORDER.
20 The Court Reporter shall mark as "Confidential" any deposition or hearing transcript that contains
21 any CONFIDENTIAL INFORMATION or any reference to CONFIDENTIAL INFORMATION.

22 11. If a party who has received CONFIDENTIAL INFORMATION learns that, by
23 inadvertence or otherwise, it has disclosed CONFIDENTIAL INFORMATION to any person or in
24 any circumstance not authorized under this PROTECTIVE ORDER, the party must immediately (a)
25 notify the San Francisco City Attorney's Office in writing of the unauthorized disclosures, (b) use its
26 best efforts to retrieve all copies of the CONFIDENTIAL INFORMATION, (c) inform the person or
27 persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request
28 such person or persons to execute the document that is attached hereto as Exhibit A.

1 12. Any inadvertent disclosure made in violation of this PROTECTIVE ORDER does not
2 constitute a waiver of the terms of this PROTECTIVE ORDER, except by written agreement of the
3 parties, or further order of this Court.

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

14 14. Should plaintiff fail to comply with this PROTECTIVE ORDER, plaintiff and
15 plaintiff's counsel shall be liable for all costs associated with enforcing this agreement, including but
16 not limited to all attorney fees in amounts to be determined by the Court. Plaintiff and plaintiff's
17 counsel may also be subject to additional sanctions or remedial measures, such as contempt,
18 evidentiary or terminating sanctions.

19 IT IS SO STIPULATED.
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Dated: May 26, 2009

DENNIS J. HERRERA
City Attorney
JOANNE HOEPER
Chief Trial Deputy
ROBERT A. BONTA
Deputy City Attorney

/s/
By: _____
ROBERT A. BONTA

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO POLICE OFFICER DERRICK
JACKSON, SAN FRANCISCO POLICE OFFICER
BARRY PARKER

Dated: May 26, 2009

By: _____
DAVID M. HELBRAUN
Attorneys for Plaintiff

ORDER

Pursuant to this stipulation, IT IS SO ORDERED

Dated: May 29, 2009

HON. CLAUDIA WILKEN
UNITED STATES DISTRICT COURT

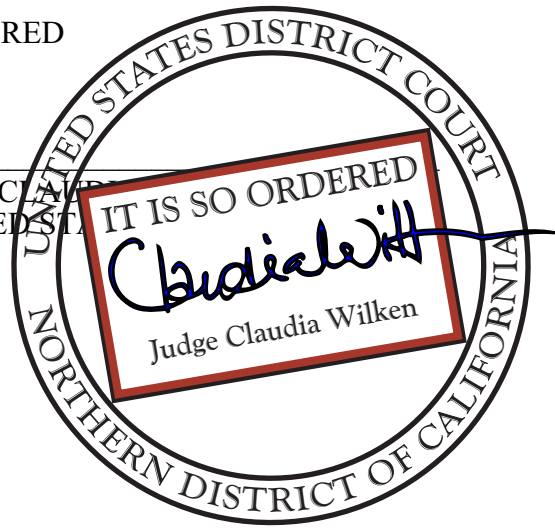


EXHIBIT A

**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.
5. I understand that if I violate any of the terms of the Protective Order, then Plaintiff, Plaintiff’s
Counsel, and I may be subject to sanctions or possible contempt.

AGREED:

DATE

SIGNATURE

PRINT NAME