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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

RONALD EARL GADSDEN,

Plaintiff,

v.

SERGEANT JOHN GEHRIS, DEPUTY  
SHERIFF; DEPUTY MICHAEL  
MCGRATH, DEPUTY SHERIFF,

Defendants.

No. 20-cv-02258-WQH-DEB

**ORDER GRANTING JOINT MOTION  
FOR ENTRY STIPULATED  
PROTECTIVE ORDER**

**[DKT. NO. 47]**

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The Court recognizes that at least some of the documents and information (“materials”) being sought through discovery in the above-captioned action private, privileged or confidential information that is not generally available to the public and normally kept confidential by the parties. The materials to be exchanged throughout the course of the litigation between the parties may contain medical and mental health records, law enforcement records, and other materials containing confidential sensitive information maintained for law enforcement purposes.

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1 The purpose of this Protective Order (“Protective Order” or “Order”) is to protect  
2 the confidentiality of such materials as much as practical during the litigation. The  
3 parties have agreed to be bound by the terms of this Order in this action.

4 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
5 of disputes over confidentiality of discovery materials, to adequately protect information  
6 the parties are entitled to keep confidential, to ensure that the parties are permitted  
7 reasonable and necessary uses of such material in preparation for and in the conduct of  
8 trial, to address their handling at the end of the litigation, and serve the ends of justice, a  
9 protective order for such information is justified in this matter. It is the intent of the  
10 parties that information will not be designated as confidential for tactical reasons and that  
11 nothing be so designated without a good faith belief that it has been maintained in a  
12 confidential, non-public manner, and there is good cause why it should not be part of the  
13 public record of this case. THEREFORE:

#### 14 DEFINITIONS

15 1. The term “confidential information” will mean and include information  
16 contained or disclosed in any materials, including documents, portions of documents,  
17 answers to interrogatories, responses to requests for admissions, trial testimony,  
18 deposition testimony, and transcripts of trial testimony and depositions, including data,  
19 summaries, and compilations derived therefrom that is deemed to be confidential  
20 information by any party to which it belongs.

21 2. The term “materials” will include, but is not be limited to: documents;  
22 correspondence; audio recordings; videos; memoranda; bulletins; blueprints;  
23 specifications; customer lists or other material that identify customers or potential  
24 customers; price lists or schedules or other matter identifying pricing; minutes; telegrams;  
25 letters; statements; cancelled checks; contracts; invoices; drafts; books of account;  
26 worksheets; notes of conversations; desk diaries; appointment books; expense accounts;  
27 recordings; photographs; motion pictures; compilations from which information can be  
28 obtained and translated into reasonably usable form through detection devices; sketches;

1 drawings; notes (including laboratory notebooks and records); reports; instructions;  
2 disclosures; other writings; models and prototypes and other physical objects.

3 GENERAL RULES

4 3. Each party to this litigation that produces or discloses any materials, answers  
5 to interrogatories, responses to requests for admission, trial testimony, deposition  
6 testimony, and transcripts of trial testimony and depositions, or information that the  
7 producing party believes should be subject to this Protective Order may designate the  
8 same as “CONFIDENTIAL.” Any party may designate information or materials as  
9 “CONFIDENTIAL” only if, in the good faith belief of such party and its counsel, the  
10 information or materials contain private, privileged or otherwise confidential information,  
11 which is not generally available to the public.

12 4. Whenever a deposition taken on behalf of any party involves a disclosure of  
13 confidential information of any party:

- 14 a. the deposition or portions of the deposition must be designated as containing  
15 confidential information subject to the provisions of this Protective Order;  
16 such designation must be made on the record whenever possible, but a party  
17 may designate portions of depositions as containing confidential information  
18 after transcription of the proceedings. A party will have until fourteen (14)  
19 days after receipt of the deposition transcript to inform the other party or  
20 parties to the action of the portions of the transcript to be designated  
21 “CONFIDENTIAL.”
- 22 b. the disclosing party will have the right to exclude from attendance at the  
23 deposition, during such time as the confidential information is to be  
24 disclosed, any person other than the deponent, counsel (including their staff  
25 and associates), the court reporter, and the person(s) agreed upon pursuant to  
26 paragraph 7 below; and
- 27 c. the originals of the deposition transcripts and all copies of the deposition  
28 must bear the legend “CONFIDENTIAL,” as appropriate, and the original or

1 any copy ultimately presented to a court for filing must not be filed unless it  
2 can be accomplished under seal, identified as being subject to this Protective  
3 Order, and protected from being opened except by order of this Court.

4 5. All confidential information designated as “CONFIDENTIAL” must not be  
5 disclosed by the receiving party to anyone other than persons designated or authorized  
6 pursuant to this Protective Order and must be handled in the manner set forth below and,  
7 in any event, must not be used for any purpose other than in connection with this  
8 litigation, unless and until such designation is removed either by agreement of the parties,  
9 or by order of the Court. A party utilizing an independent expert must provide the  
10 producing party with the name and curriculum vitae of the proposed independent expert.  
11 In advance of providing any confidential information of the producing party to an  
12 independent expert, the receiving party will obtain an executed copy of the form attached  
13 hereto as Exhibit A from the independent expert. The receiving party agrees to promptly  
14 produce a copy of the executed form attached hereto as Exhibit A to the producing party  
15 upon written request. Any objection by the producing party to an independent expert  
16 receiving confidential information must be made in writing within fourteen (14) days  
17 following receipt of the identification of the proposed expert. Confidential information  
18 may be disclosed to an independent expert if the fourteen (14) day period has passed and  
19 no objection has been made. The approval of independent experts must not be  
20 unreasonably withheld.

21 6. Information designated “CONFIDENTIAL” must be viewed only by  
22 counsel of the receiving party, the receiving party, by independent experts (pursuant to  
23 the terms of paragraphs 5 and 7), by court personnel, and by the additional individuals  
24 listed below, provided each such individual has read this Protective Order in advance of  
25 disclosure and has agreed in writing to be bound by its terms:

- 26 a. Executives or management personnel who are required to participate in  
27 policy decisions with reference to this action;
- 28 b. Technical personnel of the parties with whom counsel for the parties find it

1 necessary to consult, in the discretion of such counsel, in preparation for trial  
2 of this action; and

3 c. Stenographic and clerical employees associated with the individuals  
4 identified above.

5 7. With respect to material designated “CONFIDENTIAL,” any person  
6 indicated on the face of the document to be its originator, author or a recipient of a copy  
7 of the document, may be shown the same.

8 8. All information that has been designated as “CONFIDENTIAL” by the  
9 producing or designating party, and any and all reproductions of that information, must  
10 be retained in the custody of the counsel for the receiving party except that independent  
11 experts authorized to view such information under the terms of this Protective Order may  
12 retain custody of copies such as are necessary for their participation in this litigation.

13 9. Before any materials produced in discovery, answers to interrogatories,  
14 responses to requests for admissions, deposition transcripts, or other documents which  
15 are designated as confidential information are filed with the Court for any purpose, the  
16 party seeking to file such material must seek permission of the Court to file the material  
17 under seal. The parties shall follow and abide by applicable law, including Civ. L.R.  
18 79.2, ECF Administrative Policies and Procedures, Section II.j, and the chambers’ rules,  
19 with respect to filing documents under seal.

20 10. Specifically, with respect to filing documents under seal. No party may file  
21 any document under seal, except pursuant to a court order that authorizes the filing of the  
22 document, or portion of the document, under seal. A sealing order will issue only upon a  
23 showing that the information is privileged or protectable under the law. The party seeking  
24 to file under seal must limit its sealing request to the specific portion of the document that  
25 contains the confidential or privileged material..

26 11. To file a document under seal, the parties must comply with the procedures  
27 explained in Section 2.j of the Electronic Case Filing Administrative Policies and  
28 Procedures Manual for the United States District Court for the Southern District of

1 California and Civil Local Rule 79.2. In addition, a party must file a redacted version of  
2 any document that it seeks to file under seal. The document must be titled to show that it  
3 corresponds to an item filed under seal, e.g., “Redacted Copy of Sealed Declaration of  
4 John Smith in Support of Motion for Summary Judgment.” The party should file the  
5 redacted document(s) simultaneously with a joint motion or ex parte application  
6 requesting that the confidential portions of the document(s) be filed under seal and setting  
7 forth good cause for the request.

8         12. At any stage of the proceedings, any party may object to a designation of  
9 materials as confidential information. The objecting party must notify the designating  
10 party, in writing, of the materials objected to and the ground(s) for the objection.  
11 Thereafter, lead counsel (or attorneys with full authority to make decisions and bind the  
12 client without later seeking approval from a supervising attorney) must promptly meet  
13 and confer, pursuant to Local Rule 26.1.a. If the dispute is not resolved within seven (7)  
14 days of receipt the objections, and after counsel have thoroughly and completely met and  
15 conferred, the parties must place a joint call to the assigned magistrate judge’s chambers  
16 to explain the dispute and the parties’ respective positions. The materials at issue must be  
17 treated as confidential until the Court has ruled on the objection or the matter has been  
18 otherwise resolved..

19         13. All confidential information must be held in confidence by those inspecting  
20 or receiving it, and must be used only for purposes of this action. Counsel for each party,  
21 and each person receiving confidential information must take reasonable precautions to  
22 prevent the unauthorized or inadvertent disclosure of such information. If confidential  
23 information is disclosed to any person other than a person authorized by this Protective  
24 Order, the party responsible for the unauthorized disclosure must immediately bring all  
25 pertinent facts relating to the unauthorized disclosure to the attention of the other parties  
26 and, without prejudice to any rights and remedies of the other parties, make every effort  
27 to prevent further disclosure by the party and by the person(s) receiving the unauthorized  
28 disclosure.

1           14. No party will be responsible to another party for disclosure of confidential  
2 information under this Protective Order if the information in question is not labeled or  
3 otherwise identified as such in accordance with this Order.

4           15. Pursuant to Fed. R. Evid. 502(d), the inadvertent production of documents  
5 and data pursuant to this Order shall not result in the waiver of an applicable privilege as  
6 to those documents and data. Also, the inadvertent production of privileged or protected  
7 documents or data under this Order shall not result in the waiver of the applicable  
8 privilege as to those documents and data in any other Federal or State proceeding. Any  
9 privileged material inadvertently disclosed shall be and remain the property of the  
10 producing party.

11           If a party determines that it has produced a document or data to which it wishes to  
12 assert a claim of privilege or protection, its counsel shall notify opposing counsel  
13 promptly of its claim. As part of the notification, the party's counsel shall identify, by  
14 Bates number(s), the document(s) as to which the party is asserting a claim of privilege or  
15 protection.

16           16. Nothing within this Order will prejudice the right of any party to object to  
17 the production of any discovery material on the grounds that the material is protected  
18 from disclosure on any ground, including privilege or as attorney work-product.

19           17. Nothing in this Order will bar counsel from rendering advice to their clients  
20 with respect to this litigation and, in the course thereof, relying upon any information  
21 designated as confidential information, provided that the contents of the information must  
22 not be disclosed.

23           18. This Order will be without prejudice to the right of any party to oppose  
24 production of any information for lack of relevance or any other ground other than the mere  
25 presence of confidential information. The existence of this Order must not be used by  
26 either party as a basis for discovery that is otherwise improper under the Federal Rules of  
27 Civil Procedure or Federal Rules of Evidence.

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1           19. Nothing within this Order will be construed to prevent disclosure of  
2 confidential information if such disclosure is required by law or by order of the Court.

3           20. Upon final termination of this action, including any and all appeals, counsel  
4 for each party must, upon request of the producing party, return all confidential information  
5 to the party that produced the information, including any copies, excerpts, and summaries  
6 of that information, or must destroy same at the option of the receiving party, and must  
7 purge all such information from all machine-readable media on which it resides.  
8 Notwithstanding the foregoing, counsel for each party may retain all pleadings, briefs,  
9 memoranda, motions, and other documents filed with the Court that refer to or incorporate  
10 confidential information, and will continue to be bound by this Protective Order with  
11 respect to all such retained information. Further, attorney work-product materials that  
12 contain confidential information need not be destroyed, but, if they are not destroyed, the  
13 person in possession of the attorney work product will continue to be bound by this Order  
14 with respect to all such retained information.

15           21. The restrictions and obligations set forth within this Order will not apply to  
16 any information that: (a) the parties agree should not be designated confidential  
17 information; (b) the parties agree, or the Court rules, is already public knowledge; (c) the  
18 parties agree, or the Court rules, has become public knowledge other than as a result of  
19 disclosure by the receiving party, its employees, or its agents in violation of this Protective  
20 Order.

21           22. The restrictions and obligations within this Order will not be deemed to  
22 prohibit discussions of any confidential information with anyone if that person already has  
23 or obtains legitimate possession of that information.

24           23. Transmission by email or some other currently utilized method of  
25 transmission is acceptable for all notification purposes within this Protective Order.

26           24. This Protective Order may be modified by agreement of the parties, subject to  
27 approval by the Court.


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1           25.    The Court may modify the protective order *sua sponte* in the interests of  
2 justice or for public policy reasons.

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4           IT IS SO ORDERED.

5 Dated: July 27, 2022



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Honorable Daniel E. Butcher  
United States Magistrate Judge

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1  
2 **EXHIBIT A**

3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
5 \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its  
6 entirety and understand the Stipulated Protective Order that was issued by the United  
7 States District Court for the Southern District of California in the case of *Ronald Earl*  
8 *Gadsden v. John Gehris, et al.*, USDC No. 20-cv-02258-WQH-DEB I agree to comply  
9 with and to be bound by all the terms of this Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and punishment in  
11 the nature of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Protective Order to any person or entity except  
13 in strict compliance with the provisions of this Order.

14 I further agree that any information designated confidential pursuant thereto which  
15 is delivered to me will be segregated and kept by me in a safe place, and will not be made  
16 known to others except in accordance with the terms of said Order. I further understand  
17 and agree that any summaries or other documents containing knowledge or information  
18 obtained from confidential documents or information furnished to me shall also be treated  
19 by me as confidential. I also agree to dispose of all such confidential documents and all  
20 summaries or other documents containing knowledge or information obtained therefrom  
21 in such manner as I may be instructed after completing my services.

22 I further agree to submit to the jurisdiction of the United States District Court for  
23 the Southern District of California for the purpose of enforcing the terms of this  
24 Stipulated Protective Order, even if such enforcement proceedings occur after  
25 termination of this action.

26 Date: \_\_\_\_\_

27 Printed name: \_\_\_\_\_  
28

1 Signature: \_\_\_\_\_

2 DATED: July 27, 2022

CLAUDIA G. SILVA, Acting County Counsel

3  
4 By: s/ ADAM C. PHILLIPS, Senior Deputy  
Attorney for Defendants  
5 E-mail: [adam.phillips@sdcounty.ca.gov](mailto:adam.phillips@sdcounty.ca.gov)

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