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**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Johnny Wheatcroft and Anya Chapman, as  
husband and wife, and on behalf of minors  
J.W. and B.W.,  
  
Plaintiffs,  
  
v.  
  
City of Glendale, a municipal entity; Matt  
Schneider, in his official and individual  
capacities; Mark Lindsey, in his official and  
individual capacities; and Michael Fernandez,  
in his official and individual capacities,  
  
Defendants.

NO. 2:18-cv-02347-SMB  
**PROTECTIVE ORDER**

The Parties agree and the Court so ORDERS:

1. The City of Glendale, Matt Schneider, Mark Lindsey, and Michael Fernandez (collectively “Defendants”) will produce certain information and documents through discovery in this case that contain the identification of a police officer who is the complainant in an internal workplace harassment complaint within the Glendale Police Department (“Officer”). The Officer requested that her identity be kept confidential and not available for dissemination to the general public, including the media. The parties are in agreement that her identity should be so kept confidential. The documents that contain the Officer’s identity include the following: disciplinary memos, audio recorded interviews and transcripts of interviews, complaint reports, complaints, allegations summaries, Notices of Investigation, and an event timeline related to Complaint No.

1 2017-055 (“Confidential Items”). Accordingly, the Parties have entered into a Joint  
2 Motion for Protective Order (“Stipulation”) for the purpose of protecting the identity of  
3 the Officer from disclosure.

4           2.     The Parties shall designate the items containing the Officer’s  
5 information as confidential by typing, stamping, or otherwise affixing the word  
6 “CONFIDENTIAL” on such Confidential Items. Typing, stamping, or otherwise affixing  
7 the word “CONFIDENTIAL” on the first page of a multi-page document, or the first page  
8 of a collection of documents that are bound or attached together in any manner, shall have  
9 the effect of designating the entirety of same as confidential.

10           3.     The portions of the Confidential Items that the Defendants agreed to  
11 produce shall be produced without redaction, subject to any statutory or other legal  
12 requirements limiting or prohibiting disclosure (e.g., police officer addresses, home phone  
13 numbers, social security numbers). Production of the Confidential Items shall not be  
14 construed as an admission that they are relevant or admissible for purposes of trial or  
15 ruling on any dispositive motions.

16           4.     Except with prior written consent from the Defendants or the Court,  
17 Confidential Items, or any information contained in Confidential Items, may not be  
18 disclosed to any person other than the following:

19           a.     The United State District Court - District of Arizona, and any  
20 court having jurisdiction of any appeal therefrom, as well as the Court’s staff and such  
21 employees of the Clerk of the Court as directed by the Clerk or the presiding judge,  
22 provided, however, that such Confidential Items be filed under seal. This paragraph shall  
23 not be interpreted to allow for the public filing of any items containing confidential  
24 information;

25           b.     The Parties, the Parties’ counsel of record, and said counsel’s  
26 partners, associates, paralegals, secretaries, and other office staff who have direct  
27 functional responsibility in representing the parties in this matter;

28           c.     Any mediator or a settlement conference Judge or Magistrate

1 assigned or retained to mediate this litigation;

2 d. Consultants and experts retained for the purpose of assisting  
3 the Parties in preparation and/or trial of this matter; and

4 e. Deposition and/or trial witnesses in this matter during the  
5 course of their deposition and/or trial testimony.

6 5. Any person (other than the Court or its employees) to whom these  
7 items are to be disclosed shall first be advised by counsel making the disclosure that these  
8 documents are subject to this Protective Order, and any such person shall be given a copy  
9 of this Protective Order and instructed that they are bound by it. In the event that such  
10 person does not agree to be bound by the terms of this Protective Order, such person shall  
11 not be given the Confidential Items.

12 6. Any Parties' counsel may designate as confidential any portion of the  
13 transcript of any deposition at which a Confidential Item was marked as an exhibit or  
14 discussed. Such designation shall be given orally upon the record during the course of the  
15 deposition and must be memorialized in a writing served upon all other counsel. When  
16 such a designation is made, the entire deposition shall be treated as confidential, pending  
17 transcription of the deposition and signing by the deponent. Thereafter, counsel  
18 designating a portion or portions of the transcript of the deposition as Confidential shall  
19 designate on the transcribed deposition the portion or portions, which involve the  
20 Confidential Items and which shall be treated as confidential. Designating counsel shall  
21 communicate, in writing, the designations to all other counsel. Any party shall retain the  
22 right to challenge the designation of any part of a deposition transcript as Confidential.

23 7. Any exhibit or other paper filed with the Court that is comprised, in  
24 whole or in part, of Confidential Items, or other paper that consists of or makes reference  
25 to any information derived from Confidential Items, shall be filed in sealed envelopes, on  
26 which shall be endorsed the caption of this action and a statement substantially in the  
27 following form:

28 **CONFIDENTIAL: This envelope contains information that is subject**

1 **to a stipulated protective order governing the use of confidential material.**

2 8. At the conclusion of this action, including any and all appeals, all  
3 Confidential Items, and all copies thereof (hard copy or electronic), shall be either: 1)  
4 returned to counsel for the Defendants; or 2) destroyed. Counsel for the Plaintiffs shall  
5 provide to the Defendants an affidavit stating that such Confidential Items have been  
6 returned or destroyed.

7 9. Any confidential designation made in any manner provided herein  
8 shall constitute a representation by counsel to the Court that the designation is made in  
9 good faith and in the belief that the material so designated constitutes confidential  
10 material.

11 10. In the event that any Party or counsel for any Party receives a request  
12 to disclose or produce all or any part of the Confidential Items pursuant to a subpoena or  
13 Order issued by a Court or governmental body, counsel for that Party agrees to  
14 immediately notify all Parties of the request or Order.