

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

JOSEPH SAAD, Individually, ZIHRA SAAD,  
Individually,

Plaintiffs,

CASE NO: 2:11-cv-10103-SJM-MAR

v.

HON. PATRICK J. DUGGAN  
MAGISTRATE JUDGE MARK A. RANDON

CITY OF DEARBORN HEIGHTS, SCOTT  
KELLER, Individually and in his official  
capacity; CARRIE CATES, Individually and  
in her official capacity; RESERVE OFFICER  
NASON, Individually and in his official capacity;  
GREG GONDEK, Individually and in his  
official capacity; JERRY SKELTON, individually  
and in his official capacity; and JOHN DOE  
OFFICERS I-XXX, Individually and in their  
official capacities,

Defendants.

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Eastern District of Michigan  
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**PROTECTIVE ORDER**

To expedite the flow of discovery in this proceeding in a manner consistent with the need

to protect the confidentiality of certain elements of that discovery, counsel for Plaintiffs and Defendants stipulate and agree as follows:

1. Defendants agree to produce to Plaintiffs Defendant Dearborn Heights Police Department's Policies and Procedures.

2. Plaintiffs agree that the Policies and Procedures are "confidential information."

3. Plaintiffs agree that disclosure of the confidential information shall not constitute a waiver of any rights or privileges held by these Defendants with respect to the confidential information, or any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information.

4. Plaintiffs further agree that Defendants' confidential information provided under this Protective Order, as well as any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, shall be used only for this action, and no other purpose.

5. Furthermore, Plaintiffs agree that the use of the confidential information, as well as any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, within this action, shall be limited to the terms of this Protective Order, and no other use is allowed without the prior written consent of Defendants or by Order of the Court.

6. Plaintiffs agree that Defendants' confidential information, as well as any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, WILL NOT, without prior written consent of the Defendants or by Order of the Court, be communicated, released and/or disclosed in any way to anyone; other than the following:

- (a) This Court, but only in a sealed envelope with the following notation:

**"Confidential Information Subject To a Protective Order Filed in the United States District Court in the Eastern District of Michigan, Case No. 2:11-cv-10103 Not to Be Opened Except by the Court or by Order of the Court.";** and

- (b) Counsel for the parties in this action and their paralegal and clerical assistants who have a clear need for these documents in connection with these actions; and
- (c) Non-attorney persons retained by a party or outside counsel to serve as expert witnesses or otherwise to provide advice to counsel in connection with this action.

7. With the exception of court personnel, persons permitted to review confidential information, as well as any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, under this Protective Order will, before obtaining access to such documents or information, be shown a copy of this Protective Order and execute an affidavit attesting that they have read this Protective Order and agree to be bound by its terms.

8. This Protective Order shall continue to be binding throughout and after the conclusion of this action, including all appeals. At the conclusion of this action, including all appeals, all confidential information and any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, including copies, must promptly be returned to Defendants. To the extent such confidential information, or any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, then contain the work product of attorneys for Plaintiffs, such confidential documents shall be returned to Defendants, but any such attorney work product may

be redacted from the documents.

9. Nothing in this Protective Order shall be construed to preclude Defendants, and its elected officials, from seeking additional protection of the confidential information and any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, or from otherwise seeking a modification of this Protective Order.

10. If any party to this action receives a subpoena or other formal demand from any source, whether related to another cause of action, proceeding, investigation, or otherwise for the production or disclosure of any of Defendants' confidential information and or any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, that party must provide to Defendants' counsel written notice of that subpoena or demand at least 14 days before the party's required response to the subpoena or demand and that party must not interfere with any action that Defendants may elect to take to protect the confidentiality of the confidential information and any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information. If, however, a response by a party to this action to such a subpoena or demand is required in less than 14 days, that party must provide Defendants with immediate notice in writing by fax (734) 261-4510 and by telephone (734) 261-2400, to provide Defendants with as much time as possible to take action to protect the confidentiality of the confidential information, and any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, and that party must not interfere with any action Defendants may elect to take to protect the confidentiality of the confidential information, and any subsequent information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information.

11. Subject to the rules of evidence, confidential information, and any subsequent

information obtained by the Plaintiffs by reason of, or in connection with, the disclosure of the confidential information, may not be offered in evidence at trial, unless the proponent of the evidence gives five days' notice (or such shorter period as is reasonable under the circumstances) to counsel for the party or other person who designated the material as confidential, and the other party stipulates to its admissibility or the Court Orders it may be offered at trial. Any party may move the court for an order that the documents be examined only in camera or under other conditions that prevent unnecessary disclosure. On examination, the court must determine what protection, if any, may be afforded the material at trial.

12. This Protective Order will become effective on its execution by the undersigned counsel for the parties notwithstanding the date the court enters the protective order.

13. Any party and/or non-party, subject to the terms of this Protective Order, who fails to comply with any term of this Protective Order, shall pay to the other party the sum of Five Thousand Dollars (\$5,000.00), plus any actual attorney costs and fees incurred in resolving the failure to comply with the terms of the Protective Order.

SO ORDERED

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DISTRICT COURT JUDGE

FORM AND CONTENT AGREED TO BY:

By: \_\_\_\_\_ By: \_\_\_\_\_  
NEMER N. HADOUS PATRICK R. STURDY

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