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NOTE CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ERIK BASKIN; RICHARD
BARRETT; MICHAEL CLINITE;
ALEC FLATOS; SAMUEL RAY
FOX, II; STEVEN GONZALEZ;
ARMANDO GUTIERREZ;
MICHAEL HARRIS; NICHOLAS
HOOVER; JOHN KING; MICHAEL
KING; JODY LARSON; GREGORY
ANDREW LOGAN; JOHN
MACDONALD; DAVID
MARSHALL; JOHN RYAN
MASON JARL NERDRUM; DAVID
PARKER; DEVIN REISS; DAVID
RENNER; SHAYNE SKOVE;
MARK L. VASQUEZ; NATHAN
WILLIAMS; JAMES WITT,

Plaintiffs,

vs.

CITY OF SAN LUIS OBISPO, a
California Municipality,

Defendant.

CASE NO.: 2-16-cv-08876 DSF (JPRx)

**STIPULATED PROTECTIVE
ORDER**

Magistrate: Hon. Jean P. Rosenbluth

NOTE CHANGES MADE BY THE COURT

1 **IT IS HEREBY STIPULATED** by and between the parties to the above-
2 captioned action, Plaintiffs and Defendant City of San Luis Obispo (“City”)
3 (together, “the Parties”) by and through their respective counsel of record, that in
4 order to facilitate the exchange of information and documents that may be subject to
5 limitations on disclosure due to federal laws, state laws, and privacy rights, the
6 Parties stipulate as follows:

7 1. In connection with discovery proceedings in this action, the Parties
8 may designate any document, thing, material, testimony, or other information
9 derived therefrom as “Confidential” under the terms of this Stipulated Protective
10 Order (hereinafter “Order”). Confidential information is information that is not
11 public, and constitutes personal and confidential personnel records maintained by
12 the City, that are protected by the right of privacy and/or the California Firefighters
13 Procedural Bill of Rights Act, including but not limited to identifying information
14 and/or other information concerning third parties (including third party employees),
15 or other protected, private, and/or personal information disclosed in this action.

16 2. By designating a document, thing, material, testimony, or other
17 information derived therefrom as “Confidential” under the terms of this Order, the
18 party or attorney for the party making the designation is certifying to the Court that
19 there is a good faith basis both in law and in fact for the designation. Documents
20 shall be so designated by stamping each confidential page of the document
21 produced to a party with the legend “CONFIDENTIAL – SUBJECT TO
22 PROTECTIVE ORDER”

23 3. Testimony taken at a deposition may be designated as “Confidential”
24 by making a statement to that effect on the record at the deposition. Arrangements
25 shall be made with the court reporter taking and transcribing such proceeding to
26 separately bind such portions of the transcript containing information designated as
27 Confidential, and to label such portions appropriately.

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1 4. Unless otherwise ordered by the Court, information designated as
2 “Confidential” pursuant to this Order may only be given, shown, disclosed, made
3 available, or communicated to:

- 4 a. a party, or an official, director, or employee of a party deemed
5 necessary by counsel to aid in the prosecution, defense, or
6 settlement of this action;
- 7 b. counsel of record for the Parties to this litigation, including their
8 associates, clerks, paralegals, secretaries, and employees;
- 9 c. experts or consultants (together with their clerical staff) retained by
10 such counsel to assist in the prosecution, defense, or settlement of
11 this action, subject to paragraph 5 below;
- 12 d. any mediators or settlement officers involved in this action;
- 13 e. the court, court reporters, or other court personnel who must deal
14 with such documents and information in connection with this
15 litigation;
- 16 f. any non-party deponent in this action, provided that the confidential
17 material may only be made available during the deposition, subject
18 to paragraph 5 below; and
- 19 g. any other person as to whom the parties in writing agree in advance
20 of any confidential information being shared, subject to paragraph 5
21 below.

22 5. Prior to receiving any material designated as “Confidential,” the
23 persons described in sections c, f, & g, above, shall be provided with a copy of this
24 Order and shall execute a nondisclosure agreement in the form of Attachment A
25 hereto. Any such disclosure shall be only for the purposes of the prosecution,
26 defense, or settlement of this action, and for no other purpose.

27 6. Only persons described in sections a-g above, and subject to paragraph
28 5 above, may be present at a deposition taken by counsel for a party to this action if

1 confidential material is to be disclosed during the deposition.

2 7. Nothing herein shall impose any restrictions on the use or disclosure by
3 a party of material obtained by such party independent of discovery in this action,
4 whether or not such material is also obtained through discovery in this action, or
5 from disclosing its own confidential material as it deems appropriate.

6 8. To the extent reasonably possible, the Parties agree to redact any
7 confidential, protected, personal, private personnel information, including any
8 portion of a deposition transcript designated as confidential, from any documents
9 filed with the Court in this litigation. Otherwise, if confidential material is included
10 in any papers to be filed with the Court, such papers shall be labeled
11 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER and filed in
12 conformance with Local Rule 79-5."

13 9. For information produced in some form other than documents, and for
14 any other tangible items, including, without limitation, compact discs or DVDs, the
15 designating party must affix in a prominent place on the exterior of the container or
16 containers in which the information or items is stored the legend "Confidential." If
17 only portions of the information or item warrant protection, the designating party, to
18 the extent practicable, shall identify the "Confidential" portions.

19 10. In the event that any Confidential material is used in this action, it shall
20 not lose its Confidential status through such use, and the party using such shall take
21 all reasonable steps to maintain its confidentiality during such use.

22 11. This Order shall be without prejudice to the right of the Parties (i) to
23 bring before the Court at any time consistent with the Court's scheduling order the
24 question of whether any particular document or information is Confidential or
25 whether its use should be restricted, or (ii) to present a motion to the Court for a
26 separate protective order as to any particular document or information, including
27 restrictions differing from those as specified herein. In the event of a challenge, the
28 Parties agree that it is the designating party's burden to demonstrate that a particular

1 item should be deemed Confidential. This Order shall not be deemed to prejudice
2 the parties in any way in any future application for modification of this Order. Any
3 motion filed under this paragraph must comply with Local Rule 37.

4 12. This Order is entered solely for the purpose of facilitating the exchange
5 of documents and information between the parties to this action without involving
6 the Court unnecessarily in the process. Nothing in this Order nor the production of
7 any information or document under the terms of this Order nor any proceedings
8 pursuant to this Order shall be deemed to have the effect of an admission or waiver
9 by either party of or altering the confidentiality or non-confidentiality of any such
10 document or information or altering any existing obligation of any party or the
11 absence thereof.

12 13. The agreement of the parties embodied in this Protective Order does
13 not constitute an admission or agreement that any documents or information is
14 subject to discovery, or is admissible as evidence, in this case. Designation of any
15 information as subject to this Protective Order shall have no meaning or effect
16 whatsoever with respect to the substantive issues in this proceeding or the claims or
17 defenses of any party hereto.

18 14. By stipulating to the entry of this Protective Order, no party waives
19 any right it otherwise would have to object to disclosing or producing any
20 information or item on any ground not addressed in this Protective Order.
21 Similarly, no party waives any right to object on any ground to use in evidence of
22 any of the material covered by this Protective Order. This Protective Order shall
23 not be construed as a waiver of the right to assert any objection to a discovery
24 request or any objection to the admissibility of any document or evidence.

25 15. The Parties incorporate into this Order the Court's Standing Order, § 6
26 and Local Rule 79-5. The Parties acknowledge that the existence of this Order does
27 not alone justify the filing of pleading or other documents under seal, in whole or in
28 part. The Parties will comply with the Court's Standing Order and Local Rule 79-5

1 in their entirety when planning to file a Confidential document with the Court that
2 the Party believes must be filed under seal.

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4 16. This Order shall survive the final termination of this action, to the
5 extent that the information contained in Confidential material is not or does not
6 become known to the public, and the Court shall retain jurisdiction to resolve any
7 dispute concerning the use of information disclosed hereunder. Upon termination of
8 this case, counsel for the Parties shall assemble and return to each other all originals
9 and copies of all documents, material, and deposition transcripts designated as
10 Confidential by the other party and copies of same, or shall certify in writing that all
11 Confidential material has been destroyed.

12 17. No person, firm, corporation or other entity subject to this Protective
13 Order shall use Confidential information subject to this Protective Order in any
14 manner whatsoever except for use in this litigation, including but not limited to
15 discovery, deposition(s), hearing(s), trial(s) or appeal(s) of the above-entitled action
16 or preparation for discovery, deposition(s), hearing(s), trial(s) or appeal(s) of the
17 above-entitled action. Confidential information shall not be utilized in any other
18 civil, criminal, or administrative proceeding, or be released to the media absent
19 court order.

20 18. No person, firm, corporation or other entity subject to this Protective
21 Order shall give, show, disclose, make available or communicate Confidential
22 information to any person, firm, corporation, the media, or other entity not expressly
23 authorized by this Protective Order to receive such Confidential information unless
24 a court so orders.

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26 **SO STIPULATED.**

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Dated: June 27, 2017

Respectfully submitted,
LIEBERT CASSIDY WHITMORE

By: s/ Lisa S. Charbonneau
Morin I. Jacob
Richard C. Bolanos
Lisa S. Charbonneau

Attorneys for Defendant City of San
Luis Obispo

Dated: June 27, 2017

Respectfully submitted,
HAYES & ORTEGA, LLP

By: s/ Tracy J. Jones
Dennis J. Hayes
Tracy J. Jones

Attorneys for Plaintiffs

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ATTACHMENT A TO STIPULATED PROTECTIVE ORDER
NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I have received and am fully familiar with the terms of the Stipulated Protective Order entered in the case of *Baskin v. City of San Luis Obispo* – Case No. 2-16-cv-08876 DSF (JPRx), and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of the Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing said Order.

DATED: _____

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ORDER

APPROVED AND SO ORDERED:

Dated: June 30, 2017



Honorable Jean P. Rosenbluth
UNITED STATES MAGISTRATE JUDGE