

1 Based on the foregoing, IT IS HEREBY STIPULATED:

2 1. These documents are designated as “**Confidential –Counsel Only**” (hereinafter
3 collectively “confidential documents”), and produced by parties to this action, are subject to this
4 Protective Order.

5 2. Confidential documents shall be used solely in connection with the civil case of Chris
6 Willis, et al. v. City of Fresno, et al., USDC Case No.: 1:09-CV-01766-LJO-DLB, and in the
7 preparation of trial of this case, or any related proceeding.

8 3. The CITY OF FRESNO will produce the confidential documents by affixing a mark labeling
9 them as “Chris Willis v. City of Fresno, USDC, Eastern District of California, Case No. 1:09-CV-
10 01766-LJO-DLB, Counsels’ Eyes Only” If any Confidential documents cannot be labeled with the
11 aforementioned marking, those materials shall be placed in a sealed envelope or other container that
12 is in turn marked with the appropriate designation in a manner agreed upon by the disclosing and
13 requesting parties.

14 4. Confidential documents designated under this Protective Order as may only be disclosed to
15 the following persons:

16 a) Counsel for the parties;
17 b) Paralegal, clerical, and secretarial personnel regularly employed by counsel
18 referred to in subpart (a) directly above, including stenographic deposition reporters or
19 videographers retained in connection with this action;

20 c) Court personnel including stenographic reporters or videographers engaged
21 in proceedings as are necessarily incidental to the preparation for the trial of the civil action;

22 d) Any expert or consultant retained in connection with this action; and

23 e) The finder of fact at the time of trial, subject to the court’s rulings on in
24 limine motions and objections of counsel.

25 5. All Confidential documents filed with the Court for any purpose shall be filed and served
26 under seal in accordance with Local Rule 141.

27 6. The designation of information as Confidential documents, and the subsequent production
28 thereof, is without prejudice to the right of any party to oppose the admissibility of the designated

1 information.

2 7. Each person to whom disclosure is made, with the exception of counsel, and its paralegal,
3 clerical, and secretarial personnel, who are presumed to know the contents of this Protective Order,
4 shall, prior to the time of disclosure, be provided by the person furnishing him or her such material,
5 a copy of this Protective Order. Each person to whom disclosure is made shall agree on the record
6 or in writing that he/she has read the Protective Order and he/she understands the provisions of the
7 Protective Order. Such person must also consent to be subject to the jurisdiction of the United
8 States District Court, Eastern District of California, with respect to any proceeding related to
9 enforcement of this Protective Order, including without limitation, any proceeding for contempt.
10 Provisions of this Protective Order, insofar as they restrict disclosure and use of the material, shall
11 be in effect until further order of this Court.

12 8. Should any document designated confidential be disclosed, through inadvertence or
13 otherwise, to any person not authorized to receive it under this Protective Order, the disclosing
14 person(s) shall promptly (a) inform the CITY OF FRESNO of the recipient(s) and the circumstances
15 of the unauthorized disclosure to the relevant producing person(s) and (b) use best efforts to bind
16 the recipient(s) to the terms of this Protective Order. No information shall lose its confidential
17 status because it was disclosed to a person not authorized to receive it under this Protective Order.
18 After the conclusion of this litigation, all documents, in whatever form stored or reproduced,
19 containing Confidential documents will remain confidential and subject to this Protective Order.
20 The conclusion of this litigation means a termination of the case following applicable post-trial
21 motions, appeal and/or retrial.

22 9. After the conclusion of this litigation, all confidential documents received under the
23 provisions of this Protective Order, including all copies made, shall be tendered back to the
24 attorneys for the defendants in a manner in which the CITY OF FRESNO will be able to reasonably
25 identify that all documents were returned. Counsel for the plaintiffs will also take all reasonable and
26 necessary steps to ensure that persons to whom they disclose the confidential documents return the
27 confidential documents to the attorneys for the CITY OF FRESNO.

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IT IS SO STIPULATED:

DATED: June 10, 2011

WEAKLEY & ARENDT, LLP

By: /s/ Roy C. Santos
James D. Weakley
Roy C. Santos
Attorneys for Defendants

DATED: June 10, 2011

WALTER, HAMILTON & KOENIG, LLP

By: /s/ Rana Ansari-Jaberi
Walter H. Walker, III
Rana Ansari-Jaberi
Peter J. Koenig
Attorneys for Plaintiff

IT IS SO ORDERED.

Dated: June 15, 2011

/s/ Dennis L. Beck
UNITED STATES MAGISTRATE JUDGE