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6 Attorneys for Defendant, CITY OF MODESTO

7  
 8 **IN THE UNITED STATES DISTRICT COURT**  
 9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

10  
 11 GENEVA LEMA, ) CASE NO. 1:10-CV-02180-AWI-GSA  
 12 Plaintiff, )  
 13 v. ) **STIPULATION AND PROTECTIVE**  
 ) **ORDER AUTHORIZING LIMITED**  
 14 CITY OF MODESTO, ) **DISCLOSURE OF CONFIDENTIAL CITY**  
 ) **OF MODESTO**  
 15 Defendant(s). ) **BLUEPRINTS/SCHEMATICS**  
 16 \_\_\_\_\_ )

17 IT IS HEREBY STIPULATED between the parties, through their respective counsel, and  
 18 ordered by this Court, that the following documents will be disclosed pursuant to this stipulation and  
 19 protective order:

- 20 **1. Blueprints/Schematics relating to the construction of the 9<sup>th</sup> Street Parking Garage**  
 21 **in Modesto, California.**

22 The above-named documents which are maintained by the CITY OF MODESTO and requested  
 23 by plaintiffs through discovery, may be disclosed to counsel for the plaintiffs pursuant to the protective  
 24 order detailed below. The documents requested by plaintiffs contain information which is deemed  
 25 highly confidential. Furthermore, pursuant to Health and Safety Code § 19851, official copies of  
 26 building plans maintained by the building department of a city “may not be duplicated in whole or in  
 27 part except (1) with the written permission, which permission shall not be unreasonably withheld as  
 28 specified in subdivision (f), of the certified, licensed or registered professional or his or her successor,

\_\_\_\_\_  
 Stipulation and [Proposed] Protective Order Authorizing  
 the Limited Disclosure of Confidential Blueprints/Schematics

1 if any, who signed the original documents and the written permission of the original or current owner  
2 of the building, or, if the building is part of a common interest development, with the written permission  
3 of the board of directors or governing body of the association established to manage the common  
4 interest development, or (2) by order of a proper court or upon the request of any state agency.” The  
5 release of these documents pursuant to this Stipulation and Protective Order does not waive the  
6 confidentiality privilege protecting the above-named documents from general disclosure.

7 Based on the foregoing, IT IS HEREBY STIPULATED:

8 1. These documents are designated as “**Confidential – Counsels’ Eyes Only**” (hereinafter  
9 collectively “confidential documents”), and produced by parties to this action, are subject to this  
10 Protective Order.

11 2. Confidential documents shall be used solely in connection with the civil case of Geneva Lema  
12 v. City of Modesto, USDC Eastern District of California CASE NO. 1:10-CV-02180-AWI-GSA and  
13 in the preparation of trial of this case, or any related proceeding.

14 3. The CITY OF MODESTO will produce the confidential documents by affixing a mark labeling  
15 them as “Geneva Lema v. City of Modesto, USDC Eastern District of California CASE NO. 1:10-CV-  
16 02180-AWI-GSA, Counsels’ Eyes Only” If any Confidential documents cannot be labeled with the  
17 aforementioned marking, those materials shall be placed in a sealed envelope or other container that  
18 is in turn marked with the appropriate designation in a manner agreed upon by the disclosing and  
19 requesting parties.

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

- 22 a) Counsel for the parties;
- 23 b) Paralegal, clerical, and secretarial personnel regularly employed by counsel  
24 referred to in subpart (a) directly above, including stenographic deposition reporters or videographers  
25 retained in connection with this action;
- 26 c) Court personnel including stenographic reporters or videographers engaged in  
27 proceedings as are necessarily incidental to the preparation for the trial of the civil action;
- 28 d) Any expert or consultant retained in connection with this action; and

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

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

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

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

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

28 9. After the conclusion of this litigation, all confidential documents received under the provisions

1 of this Protective Order, including all copies made, shall be tendered back to the attorneys for the  
2 defendants in a manner in which the CITY OF MODESTO will be able to reasonably identify that all  
3 documents were returned. Counsel for the plaintiffs will also take all reasonable and necessary steps  
4 to ensure that persons to whom they disclose the confidential documents return the confidential  
5 documents to the attorneys for the CITY OF MODESTO.

6 IT IS SO STIPULATED.

8 DATED: January 30, 2012

WEAKLEY & ARENDT, LLP

10 By: /s/ Roy C. Santos  
11 James J. Arendt  
12 Roy C. Santos  
13 Attorneys for Defendant City of Modesto

14 DATED: January 30, 2012

THIMESCH LAW OFFICES

16 By: /s/ Timothy S. Thimesch  
17 Timothy S. Thimesch  
18 Attorneys for Plaintiff Geneva Lema

20 IT IS SO ORDERED.

21 IT IS SO ORDERED.

22 Dated: January 31, 2012

/s/ Gary S. Austin  
23 UNITED STATES MAGISTRATE JUDGE