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10 **and Deputy Romo**

11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**

13 **STAN SEVERI and MYRANDA SEVERI,) Case No.: 1:17-CV-00931-AWI-JLT**
14 **Plaintiffs,)**
15 **v.) STIPULATION FOR A PROTECTIVE**
16 **COUNTY OF KERN; KERN COUNTY) ORDER; EXHIBIT A; [PROPOSED]**
17 **SHERIFF DONNY YOUNGBLOOD, in) ORDER**
18 **his individual capacity; DEPUTY)**
19 **GABRIEL ROMO, in his individual)**
20 **capacity; and DOES 1 to 10, Inclusive, in)**
21 **their individual capacities,)**
22 **Defendants.)**
23 **(Doc. 27)**

24 This Stipulation for a Protective Order (hereinafter the “Stipulation”) is agreed to by
25 Plaintiffs Stan Severi and Myranda Severi (hereinafter collectively “Plaintiffs”), and
26 Defendants, County of Kern (hereinafter “County”), Kern County Sheriff Donny Youngblood
27 (hereinafter “Youngblood”), and Deputy Gabriel Romo (hereinafter “Romo”), (collectively
28 hereinafter “Defendants”) (hereinafter Plaintiff and Defendants are collectively referred to as
the “Parties”), by and through their respective attorneys of record.

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1 **PROTECTIVE ORDER**

2 **1. PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the Parties in **Stanley Severi, et al v. County of Kern et al.**, USDC
7 Eastern District of California Case No. **1:17-CV-00931-AWI-JLT** petition the Court to enter
8 the following Protective Order, with good cause appearing therefore:

9 This Order does not confer blanket protections on all disclosures or responses to
10 discovery and the protection it affords from public disclosure and use extends only to the
11 limited information or items that are entitled to confidential treatment under the applicable
12 legal principles. As set forth in Section 12.3, below, this Protective Order does not entitle the
13 Parties to file confidential information under seal.

14 **2. DEFINITIONS**

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information
16 or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,
18 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil
19 Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or items that it
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

24 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or
25 manner in which it is generated, stored, or maintained (including, among other things,
26 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
27 responses to discovery in this matter.

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1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7 House Counsel: attorneys who are employees of a Party to this action. House Counsel
5 does not include Outside Counsel of Record or any other outside counsel.

6 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity
7 not named as a Party to this action.

8 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but
9 are retained to represent or advise a party to this action and have appeared in this action on
10 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.10 Party: any party to this action, including all of its officers, directors, employees,
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
14 this action.

15 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,
16 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
17 storing, or retrieving data in any form or medium) and their employees and subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
19 “CONFIDENTIAL.”

20 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 **3. SCOPE**

23 The protections conferred by this Order cover not only Protected Material (as defined
24 above), but also (1) any information copied or extracted from Protected Material; (2) all
25 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected
27 Material. However, the protections conferred by this Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a

1 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party
2 as a result of publication not involving a violation of this Order, including becoming part of the
3 public record through trial or otherwise; and (b) any information known to the Receiving Party
4 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source
5 who obtained the information lawfully and under no obligation of confidentiality to the
6 Designating Party. Any use of Protected Material at trial shall be governed by a separate
7 agreement or order.

8 **4. DURATION**

9 Even after final disposition of this litigation, the confidentiality obligations imposed by
10 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
11 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
12 claims and defenses in this action, with or without prejudice; and (2) final judgment herein
13 after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
14 this action, including the time limits for filing any motions or applications for extension of
15 time pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 5.1 Exercise of Restraint and Care in Designating Material for Protection

18 Each Party or Non-Party that designates information or items for protection under this
19 Order must take care to limit any such designation to specific material that qualifies under the
20 appropriate standards. The Designating Party must designate for protection only those parts of
21 material, documents, items, or oral or written communications that qualify – so that other
22 portions of the material, documents, items, or communications for which protection is not
23 warranted are not swept unjustifiably within the ambit of this Order.

24 If it comes to a Designating Party’s attention that information or items that it
25 designated for protection do not qualify for protection, the Designating Party must promptly
26 notify all other Parties that it is withdrawing the mistaken designation.

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1 5.2 Manner and Timing of Designations

2 Except as otherwise provided in this Order (see, e.g., second paragraph of section
3 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
4 qualifies for protection under this Order must be clearly so designated before the material is
5 disclosed or produced. Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
7 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix
8 the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
9 or portions of the material on a page qualifies for protection, the Producing Party also must
10 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).
11 A Party or Non-Party that makes original documents or materials available for inspection need
12 not designate them for protection until after the inspecting Party has indicated which material it
13 would like copied and produced. During the inspection and before the designation, all of the
14 material made available for inspection shall be deemed “CONFIDENTIAL.” After the
15 inspecting Party has identified the documents it wants copied and produced, the Producing
16 Party must determine which documents, or portions thereof, qualify for protection under this
17 Order. Then, before producing the specified documents, the Producing Party must affix the
18 “CONFIDENTIAL” legend to each page that contains Protected Material.

19 If only a portion or portions of the material on a page qualifies for protection, the
20 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

22 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
23 Designating Party identify on the record, before the close of the deposition, hearing, or other
24 proceeding, all protected testimony.

25 (c) for information produced in some form other than documentary and for any other tangible
26 items, that the Producing Party affix in a prominent place on the exterior of the container[s] in
27 which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or
28 portions of the information or item warrant protection, the Producing Party, to the extent

1 practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failure to Designate

3 If timely corrected, an inadvertent failure to designate qualified information or items
4 does not, standing alone, waive the Designating Party's right to secure protection under this
5 Order for such material. Upon timely correction of a designation, the Receiving Party must
6 make reasonable efforts to assure that the material is treated in accordance with the provisions
7 of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges

10 Any Party may challenge a designation of confidentiality at any time. Unless a prompt
11 challenge to a Designating Party's confidentiality designation is necessary to avoid
12 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption
13 or delay of the litigation, the challenge must be brought within a reasonable time or it is
14 waived.

15 6.2 Meet and Confer

16 The Challenging Party shall initiate the dispute resolution process by providing written
17 notice of each designation it is challenging and describing the basis for each challenge. To
18 avoid ambiguity as to whether a challenge has been made, the written notice must recite that
19 the challenge to confidentiality is being made in accordance with this specific paragraph of the
20 Protective Order. The Parties shall attempt to resolve each challenge in good faith and must
21 begin the process by conferring directly (in voice to voice dialogue; other forms of
22 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
23 the Challenging Party must explain the basis for its belief that the confidentiality designation
24 was not proper and must give the Designating Party an opportunity to review the designated
25 material, to reconsider the circumstances, and, if no change in designation is offered, to explain
26 the basis for the chosen designation. A Challenging Party may proceed to the next stage of the
27 challenge process only if it has engaged in this meet and confer process first or establishes that
28 the Designating Party is unwilling to participate in the meet and confer process in a timely

1 manner.

2 6.3 Judicial Intervention

3 If the Parties cannot resolve a challenge after meeting and conferring, the Challenging
4 Party SHALL initiate an informal, telephonic conference with the assigned Magistrate Judge as
5 required by the scheduling order. At that conference, the Court will attempt to resolve the
6 matter without need for formal motion practice. If, in the Court's view, the matter can only be
7 resolved through formal motion practice, the Court will authorize the Challenging Party to file
8 a motion which SHALL comply with Local Rule 251(c).

9 As with motions to compel, the Challenging Party SHALL bear the initial burden of
10 demonstrating that the Designating Party has improperly marked the material as confidential.
11 If this showing is made, the burden will shift and as with motions for protective orders under
12 Federal Rules of Civil Procedure 26(c), the burden of establishing the need for the
13 confidentiality—as with any evidentiary privilege—must be borne by the Designating Party
14 who is asserting it. Frivolous challenges, and those made for an improper purpose (e.g., to
15 harass or impose unnecessary expenses and burdens on other Parties) may expose the
16 Challenging Party to sanctions. All Parties shall continue to afford the material in question the
17 level of protection to which it is entitled under the Producing Party's designation until the court
18 rules on the challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1 Basic Principles

21 A Receiving Party may use Protected Material that is disclosed or produced by another
22 Party or by a Non-Party in connection with this case only for prosecuting, defending, or
23 attempting to settle this litigation. Such Protected Material may be disclosed only to the
24 categories of persons and under the conditions described in this Order. When the litigation has
25 been terminated, a Receiving Party must comply with the provisions of section 13 below
26 (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a location
28 and in a secure manner that ensures that access is limited to the persons authorized under this

1 Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items

3 Unless otherwise ordered by the court or permitted in writing by the Designating Party,
4 a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only
5 to:

6 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
7 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
8 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
9 that is attached hereto as Exhibit A;

10 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to
11 whom disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
14 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
19 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
21 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
22 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
23 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must
24 be separately bound by the court reporter and may not be disclosed to anyone except as
25 permitted under this Protective Order.

26 (g) the author or recipient of a document containing the information or a custodian or other
27 person who otherwise possessed or knew the information.

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1 **8. PROTECTED MATERIAL SUBPOENAED AND/OR ORDERED PRODUCED IN**
2 **OTHER LITIGATION**

3 If a Party is served with a subpoena/court order issued in other litigation that compels
4 disclosure of information/items designated in this action as “CONFIDENTIAL,” that Party
5 must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of
7 the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other
9 litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
12 Designating Party whose Protected Material may be affected. If the Designating Party timely
13 seeks a protective order, the Party served with the subpoena or court order shall not produce
14 any information designated in this action as “CONFIDENTIAL” before a determination by the
15 court from which the subpoena or order issued, unless the Party has obtained the Designating
16 Party’s permission. The Designating Party shall bear the burden and expense of seeking
17 protection in that court of its confidential material – and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
19 directive from another court.

20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
21 **THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-Party in this
23 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
24 connection with this litigation is protected by the remedies and relief provided by this Order.
25 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
26 additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s
28 confidential information in its possession, and the Party is subject to an agreement with the

1 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the
3 information requested is subject to a confidentiality agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Protective Order in this litigation, the
5 relevant discovery request(s), and a reasonably specific description of the information
6 requested; and

7 (3) make the information requested available for inspection by the Non-Party.

8 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of
9 receiving the notice and accompanying information, the Receiving Party may produce the
10 Non-Party’s confidential information responsive to the discovery request. If the Non-Party
11 timely seeks a protective order, the Receiving Party shall not produce any information in its
12 possession or control that is subject to the confidentiality agreement with the Non-Party before
13 a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
14 burden and expense of seeking protection in this court of its Protected Material.

15 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
17 Material to any person or in any circumstance not authorized under this Protective Order, the
18 Receiving Party must immediately (a) notify in writing the Designating Party of the
19 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
20 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
21 made of all the terms of this Order, and (d) request such person or persons to execute the
22 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain inadvertently
26 produced material is subject to a claim of privilege or other protection, the obligations of the
27 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
28 provision is not intended to modify whatever procedure may be established in an e-discovery

1 order that provides for production without prior privilege review. Pursuant to Federal Rule of
2 Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or work product
4 protection, the Parties may incorporate their agreement in the stipulated protective order
5 submitted to the court.

6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief

8 Nothing in this Order abridges the right of any person to seek its modification by the court in
9 the future.

10 12.2 Right to Assert Other Objections

11 The entry of this Protective Order does not imply any Party's waiver of any right it
12 otherwise would have to object to disclosing or producing any information or item on any
13 ground not addressed in this Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material

16 Without written permission from the Designating Party or a court order secured after
17 appropriate notice to all interested persons, a Party may not file in the public record in this
18 action any Protected Material. A Party that seeks to file under seal any Protected Material must
19 comply with the applicable local rules. Protected Material may only be filed under seal
20 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. A
21 sealing order will issue only upon a request establishing that the Protected Material at issue is
22 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
23 Receiving Party's request to file Protected Material under seal is denied by the court, then the
24 Receiving Party may file the information in the public record unless otherwise instructed by
25 the court.

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1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
3 Receiving Party must return all Protected Material to the Producing Party or destroy such
4 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
5 compilations, summaries, and any other format reproducing or capturing any of the Protected
6 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
7 submit a written certification to the Producing Party (and, if not the same person or entity, to
8 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
9 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
10 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other
11 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,
12 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
13 and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
14 reports, attorney work product, and consultant and expert work product, even if such materials
15 contain Protected Material. Any such archival copies that contain or constitute Protected
16 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

17 Dated June 6, 2018

RODRIGUEZ & ASSOCIATES

18 By: /s/ Chantal Trujillo
19 Chantal Trujillo, Esq.
20 Attorneys for Plaintiffs Stanley Severi and
Myranda Severi

21 Dated: May 30, 2018

MARK L. NATIONS, INTERIM COUNTY COUNSEL

22 By: /s/ Gregory J. Kohler
23 Gregory J. Kohler, Deputy
24 Attorneys for Defendants County of Kern,
25 Kern County Sheriff Youngblood,
and Deputy Romo

26 IT IS SO ORDERED.

27 Dated: **June 7, 2018**

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Eastern District of California on _____ [date] in the case of **Stanley Severi, et al v. County of Kern et al.**, USDC Eastern District of California Case No. **1:17-CV-00931-AWI-JLT**.

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print/type full name] of _____ [print/type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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