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18 CITY OF ATWATER

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION

THOMAS E. NIEDERREUTHER,

Plaintiff,

v.

CITY OF ATWATER,

Defendants.

Case No. 1:19-CV-00779-DAD-BAM

STIPULATED PROTECTIVE ORDER

Complaint Filed: June 3, 2019
Trial Date: September 1, 2021

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information, including but not limited privileged confidential investigation(s) related to peace officer personnel records, for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiff and Defendant (the “Parties”) hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the

1 protection it affords from public disclosure and use extends only to the limited information or
2 items that are entitled to confidential treatment under the applicable legal principles. The Parties
3 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
4 does not entitle them to file confidential information under seal; Local Rule 141 sets forth the
5 procedures that must be followed and the standards that will be applied when a Party seeks
6 permission from the court to file material under seal. However, the Parties agree they will meet
7 and confer about obtaining a sealing order before filing any confidential information.

8 **2. DEFINITIONS**

9 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
12 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
13 of Civil Procedure 26(c).

14 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
15 well as their support staff).

16 2.4 Designating Party: a Party or Non-Party that designates information or items that
17 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18 2.5 Disclosure or Discovery Material: all items or information, regardless of the
19 medium or manner in which it is generated, stored, or maintained (including, among other things,
20 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
21 responses to discovery in this matter.

22 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
23 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
24 consultant in this action.

25 2.7 House Counsel: attorneys who are employees of a Party to this action. House
26 Counsel does not include Outside Counsel of Record or any other outside counsel.

27 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
28 entity not named as a Party to this action.

1 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this
2 action but are retained to represent or advise a Party to this action and have appeared in this
3 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of
4 that Party.

5 2.10 Party: any Party to this action, including all of its officers, directors, employees,
6 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

7 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
8 Material in this action.

9 2.12 Professional Vendors: persons or entities that provide litigation support services
10 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
11 organizing, storing, or retrieving data in any form or medium) and their employees and
12 subcontractors.

13 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
14 “CONFIDENTIAL.”

15 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
16 Producing Party.

17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only Protected Material
19 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
20 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
21 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
22 However, the protections conferred by this Stipulation and Order do not cover the following
23 information: (a) any information that is in the public domain at the time of disclosure to a
24 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
25 a result of publication not involving a violation of this Order, including becoming part of the
26 public record through trial or otherwise; and (b) any information known to the Receiving Party
27 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
28

1 obtained the information lawfully and under no obligation of confidentiality to the Designating
2 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

3 4. DURATION

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

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
13 or Non-Party that designates information or items for protection under this Order must take care
14 to limit any such designation to specific material that qualifies under the appropriate standards.
15 The Designating Party must designate for protection only those parts of material, documents,
16 items, or oral or written communications that qualify – so that other portions of the material,
17 documents, items, or communications for which protection is not warranted are not swept
18 unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
20 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
21 unnecessarily encumber the case development process or to impose unnecessary expenses and
22 burdens on other Parties) expose the Designating Party to sanctions.

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
27 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
28

1 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
2 designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
6 Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a
7 portion or portions of the material on a page qualifies for protection, the Producing Party also
8 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
9 margins).

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

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

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

28

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the Designating Party's
3 right to secure protection under this Order for such material. Upon timely correction of a
4 designation, the Receiving Party must make reasonable efforts to assure that the material is
5 treated in accordance with the provisions of this Order. For purposes of this section, a correction
6 made within a reasonable time of being put on notice of an inadvertent failure to designate shall
7 constitute a timely correction.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
12 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
13 challenge a confidentiality designation by electing not to mount a challenge promptly after the
14 original designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
16 process by providing written notice of each designation it is challenging and describing the basis
17 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
18 notice must recite that the challenge to confidentiality is being made in accordance with this
19 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
20 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
21 forms of communication are not sufficient) within 14 days of the date of service of notice. In
22 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
23 designation was not proper and must give the Designating Party an opportunity to review the
24 designated material, to reconsider the circumstances, and, if no change in designation is offered,
25 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
26 stage of the challenge process only if it has engaged in this meet and confer process first or
27 establishes that the Designating Party is unwilling to participate in the meet and confer process in
28 a timely manner.

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
2 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
3 Local Rules 141.1 and 251 within 21 days of the initial notice of challenge or within 14 days of
4 the Parties agreeing that the meet and confer process will not resolve their dispute, whichever is
5 earlier. Each such motion must be accompanied by a competent declaration affirming that the
6 movant has complied with the meet and confer requirements imposed in the preceding paragraph.
7 Failure by the Designating Party to make such a motion including the required declaration within
8 21 days (or 14 days, if applicable) shall waive the confidentiality designation for each challenged
9 designation. In addition, the Challenging Party may file a motion challenging a confidentiality
10 designation at any time if there is good cause for doing so, including a challenge to the
11 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this
12 provision must be accompanied by a competent declaration affirming that the movant has
13 complied with the meet and confer requirements imposed by the preceding paragraph.

14 The burden of persuasion in any such challenge proceeding shall be on the Designating
15 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
16 unnecessary expenses and burdens on other Parties) may expose the Challenging Party to
17 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
18 file a motion to retain confidentiality as described above, all Parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing Party's
20 designation until the court rules on the challenge.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
23 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
24 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
25 the categories of persons and under the conditions described in this Order. When the litigation has
26 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
27 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a location and
2 in a secure manner that ensures that access is limited to the persons authorized under this Order.
3 The Parties will seek to obtain a sealing order prior to filing any Confidential Information with
4 the Court.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
6 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

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

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

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

18 (d) the court and its personnel;

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

22 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
23 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**),
24 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
26 bound by the court reporter and may not be disclosed to anyone except as permitted under this
27 Stipulated Protective Order.
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1 (g) the author or recipient of a document containing the information or a custodian or
2 other person who otherwise possessed or knew the information.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
4 LITIGATION

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

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

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

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
15 Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with the
17 subpoena or court order shall not produce any information designated in this action as
18 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
19 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
20 shall bear the burden and expense of seeking protection in that court of its confidential material –
21 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
22 Party in this action to disobey a lawful directive from another court.

23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
24 LITIGATION

25 (a) The terms of this Order are applicable to information produced by a Non-Party in
26 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
27 connection with this litigation is protected by the remedies and relief provided by this Order.
28

1 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a
4 Non-Party's confidential information in its possession, and the Party is subject to an agreement
5 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

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

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

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

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

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently
4 produced material is subject to a claim of privilege or other protection, the obligations of the
5 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
6 provision is not intended to modify whatever procedure may be established in an e-discovery
7 order that provides for production without prior privilege review. The Parties' Stipulated Rule
8 502(d) Order is attached hereto as **Exhibit B** and incorporated herein by reference.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
11 seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
13 Order no Party waives any right it otherwise would have to object to disclosing or producing any
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the material covered
16 by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the Designating Party
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in
19 the public record in this action any Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Local Rule 141. Protected Material may only be filed under
21 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
22 Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the
23 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
24 protection under the law. If a Receiving Party's request to file Protected Material under seal
25 pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the
26 information in the public record pursuant to Local Rule 141 unless otherwise instructed by the
27 court.

1 12.4 The Parties' duties described in this Protective Order to maintain the confidentiality
2 of "CONFIDENTIAL" information and only use such material and information for purposes of
3 this litigation shall commence upon execution of this document by their counsel regardless of
4 when or if the terms herein become an order of the Court

5 13. FINAL DISPOSITION

6 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
7 Receiving Party must return all Protected Material to the Producing Party or destroy such
8 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the Protected
10 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
11 submit a written certification to the Producing Party (and, if not the same person or entity, to the
12 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
13 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
14 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material.

16 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
17 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
18 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
19 consultant and expert work product, even if such materials contain Protected Material. Any such
20 archival copies that contain or constitute Protected Material remain subject to this Protective
21 Order as set forth in section 4 (DURATION).

22 **IT IS SO STIPULATED.**

23
24 Dated: September 4, 2020

LAW OFFICES OF KEITH M. VELLECA

25
26 By: /s/ Keith M. Velleca [authorized on 9/04/20]
 KEITH M. VELLECA

27 Attorneys for Plaintiff
28 THOMAS E. NIEDERREUTHER

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Date: September 4, 2020

JACKSON LEWIS P.C.

By: /s/ Shane R. Larsen
MICHAEL J. CHRISTIAN
SHANE R. LARSEN

Attorneys for Defendant
CITY OF ATWATER

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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 Stipulated Protective Order
that was issued by the United States District Court for the Eastern District of California on
_____, 2020 in the case of *Thomas Niederreuther v. City of Atwater*, Case No.
1:19-cv-00779-DAD-BAM. I agree to comply with and to be bound by all the terms of this
Stipulated 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 Stipulated 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 Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or 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 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1 **EXHIBIT B**

2 **STIPULATED ORDER REGARDING THE**
3 **DISCLOSURE OF PRIVILEGED INFORMATION**
4 **(Federal Rules of Evidence 502(d))**

5 The City of Atwater (“Defendant”) and Thomas Niederreuther (“Plaintiff”) (collectively
6 the “Parties”), by and through their respective counsel, have jointly stipulated to the terms of
7 Stipulated Order Governing the Disclosure of Privileged Information, and with the Court being
8 fully advised as to the same, it is hereby ORDERED:

9 **I. APPLICABILITY**

10 1. This Order shall be applicable to and govern all deposition transcripts and/or
11 videotapes, and documents produced in response to requests for production of documents,
12 answers to interrogatories, responses to requests for admissions, affidavits, declarations and all
13 other information or material produced, made available for inspection, or otherwise sub-mitted by
14 any of the parties in this litigation as well as testimony adduced at trial or during any hearing
(collectively "Information").

15 **II. PRODUCTION OF DISCOVERY MATERIALS CONTAINING POTENTIALLY**
16 **PRIVILEGED INFORMATION**

17 1. The production of any privileged or otherwise protected or exempted Information,
18 as well as the production of Information without an appropriate designation of confidentiality,
19 shall not be deemed a waiver or impairment of any claim of privilege or protection, including, but
20 not limited to, the attorney-client privilege, the protection afforded to work-product materials, or
21 the subject matter thereof, or the confidential nature of any such Information, as to the produced
22 Information, or any other Information.

23 2. The production of privileged or work-product protected documents, electronically
24 stored information ("ESP") or Information, whether inadvertent or otherwise, is not a waiver of
25 the privilege or protection from discovery in this case or in any other federal or state proceeding.
26 This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of
27 Evidence 502(d).
28

1 3. The producing party must notify the receiving party promptly, in writing, upon
2 discovery that a document has been produced. Upon receiving written notice from the producing
3 party that privileged and/or work-product material has been produced, all such Information, and
4 all copies thereof, shall be returned to the producing party within ten (10) business days of receipt
5 of such notice and the receiving party shall not use such information for any purpose, except as
6 provided in paragraph 5, until further Order of the Court. The receiving party shall also attempt,
7 in good faith, to retrieve and return or destroy all copies of the documents in electronic format.

8 4. The receiving party may contest the privilege or work-product designation by the
9 producing party, shall give the producing party written notice of the reason for said disagreement.
10 However, the receiving party may not challenge the privilege or immunity claim by arguing that
11 the disclosure itself is a waiver of any applicable privilege. In that instance, the receiving party
12 shall, within fifteen (15) business days from the initial notice by the producing party, seek an
13 Order from the Court compelling the production of the material.

14 5. Any analyses, memoranda or notes which were internally generated based upon
15 such produced Information shall immediately be placed in sealed envelopes, and shall be
16 destroyed in the event that (a) the receiving party does not con-test that the Information is
17 privileged, or (b) the Court rules that the Information is privileged. Such analyses, memoranda or
18 notes may only be removed from the sealed envelopes and returned to its intended purpose in the
19 event that (a) the producing party agrees in writing that the Information is not privileged, or (b)
20 the Court rules that the Information is not privileged.

21 6. Nothing contained herein is intended to or shall serve to limit a party's right to
22 conduct a review of documents, ESI or Information (including metadata) for relevance,
23 responsiveness and/or segregation of privileged and/or protected Information before production.

24 STIPULATED AND AGREED TO on September 4, 2020.

25 LAW OFFICE OF KEITH M. VELLECA

JACKSON LEWIS, P.C.

26 By: /s/ Keith M. Velleca [as Auth 9.4.20]
 Keith M. Velleca

By: /s/ Shane R. Larsen
 Michael J. Christian
 Shane R. Larsen

27 Attorneys for Plaintiff
28 THOMAS A. NIEDERREUTHER

Attorneys for Defendant,
CITY OF ATWATER

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ORDER

The Court adopts the stipulated protective order submitted by the parties. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents subject to this protective order to be filed under seal must be accompanied by a written request which complies with Local Rule 141 prior to sealing. The party making a request to file documents under seal shall be required to show good cause for documents attached to a non-dispositive motion or compelling reasons for documents attached to a dispositive motion. *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-78 (9th Cir. 2009). Within five (5) days of any approved document filed under seal, the party shall file a redacted copy of the sealed document. The redactions shall be narrowly tailored to protect only the information that is confidential or was deemed confidential. Additionally, the parties shall consider resolving any dispute arising under this protective order according to the Court's informal discovery dispute procedures.

IT IS SO ORDERED.

Dated: September 14, 2020

/s/ Barbara A. McAuliffe
UNITED STATES MAGISTRATE JUDGE