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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LUIS E. CASTANEDA, a minor individual,
by and through his guardian ad litem
SONIA DIMAS, an individual,

Plaintiffs,

vs.

CITY OF BAKERSFIELD, a California
municipal entity; BAKERSFIELD POICE
DEPARTMENT, a California municipal entity;
BROCKETT MUELLER, an individual;
BRENDAN THEBEAU, an individual;
REAGAN SELMAN, an individual;
JOSEPH ARMIJO, an individual; and
DOES 1-100, inclusive,

Defendants.

Case No. 1:23-CV-00068-ADA-CDB

**ORDER GRANTING CONFIDENTIALITY
STIPULATION**

(Doc. 12)

Complaint Filed: October 7, 2022
Trial Date: Not Yet Assigned

1 (d) Notice. "Notice" means reasonable notice under the circumstances. The manner and amount
2 of Notice shall be governed by the particular circumstances.

3 (e) Person. "Person" means person as defined in California Evidence Code § 175.

4 (f) Trade secret. "Trade secret" means trade secret as defined by California Civil Code §
5 3426.1(d)(1).

6 **2. Scope and Intent.**

7 (a) Until further order of the Court or stipulation of the parties, all Information designated as
8 "CONFIDENTIAL" by the Disclosing Party, to the extent such Information discloses CONFIDENTIAL
9 Information, shall be subject to this stipulation. However, nothing in this stipulation shall prevent any party
10 from seeking a modification of this stipulation or objecting to the designation of Information as
11 CONFIDENTIAL Information which the party believes to be otherwise improper.

12 (b) The purpose and intent of this stipulation is to protect CONFIDENTIAL Information.
13 Nothing in this stipulation shall be construed to change existing law or shift existing burdens.

14 (c) The parties recognize and acknowledge that some CONFIDENTIAL Information which may
15 be sought is so sensitive that a party may refuse to disclose the Information even under the protection of this
16 stipulation. In such event, this stipulation shall not be deemed consent or an admission that such Information
17 is discoverable and a party may resist disclosure until the matter has been heard by the Court.

18 (d) This stipulation is the product of negotiations and, for purposes of construction and
19 interpretation, shall not be deemed to have been drafted by one party.

20 (e) This stipulation shall be submitted for the signature of the Magistrate Judge assigned to this
21 case in an ex parte manner without need of a formally noticed motion.

22 **3. Designation of CONFIDENTIAL INFORMATION.**

23 Any Disclosing Party may designate Information, or any portion of such Information, as
24 CONFIDENTIAL Information by placing the word "CONFIDENTIAL" on the Information. By designating
25 Information as CONFIDENTIAL, the Disclosing Party warrants that the designation is made in good faith
26 and on reasonable belief that the Information so designated is CONFIDENTIAL Information as defined
27 above.

28 **4. Oral Deposition Testimony.**

A party may designate as CONFIDENTIAL Information, Information disclosed during oral
deposition by stating so on the record or in writing within 30 days from receipt of the transcript. Where
documents that have been designated as CONFIDENTIAL are entered into the record of a deposition or

1 where CONFIDENTIAL Information is disclosed during deposition, such portion of the deposition
2 containing CONFIDENTIAL Information shall be separately bound and marked “CONFIDENTIAL –
3 UNDER PROTECTIVE ORDER” in a conspicuous place and shall be subject to the provisions of this
4 stipulation.

5 **5. Objection to Designation.**

6 A party may at any time object to the designation of Information as CONFIDENTIAL and move the
7 Court for an order declaring that such Information not be designated CONFIDENTIAL. No motion relating
8 to the designation of Information as CONFIDENTIAL shall be filed without first completing the following
9 steps. First, the moving party SHALL confer with the opposing party in a good faith effort to resolve the
10 dispute. Second, if the good faith effort is unsuccessful, the moving party promptly shall seek a telephonic
11 hearing with all involved parties and the Magistrate Judge. It shall be the obligation of the moving party to
12 arrange and originate the conference call to the court. Counsel must comply with Local Rule 251 or the
13 motion will be denied with prejudice and dropped from calendar.

14 **6. Information Which Is Not Confidential.**

15 Notwithstanding the designation of Information as CONFIDENTIAL, such Information shall not be
16 CONFIDENTIAL Information, nor shall disclosure be limited in accordance with this stipulation where such
17 Information is:

- 18 (a) At the time of disclosure, in the public domain by publication otherwise;
- 19 (b) Subsequent to disclosure, through no act or failure to act on the part of the receiving party,
20 entered the public domain by publication or otherwise;
- 21 (c) Provided to a party by a third party who obtained the Information by legal means and without
22 any obligation of confidence to the Disclosing Party; or
- 23 (d) Developed by employees or agents of the receiving party independently of and without
24 reference to any Information communicated by the Disclosing Party.

25 **7. CONFIDENTIAL Information Obtained from Third Parties.**

26 If CONFIDENTIAL Information is obtained from a third party, the third party may adopt the benefits
27 and burdens of this stipulation. Likewise, any party may designate material or Information obtained from a
28 third party as CONFIDENTIAL.

8. Inadvertent Disclosure.

1 A party does not waive its right to designate as CONFIDENTIAL Information which is inadvertently
2 disclosed without the appropriate designation. However, the receiving party shall not be liable for disclosing
3 such Information prior to receiving notice of the CONFIDENTIAL status of the Information.

4 **9. Documents Filed With The Court.**

5 If a party wishes to file documents with the Court which contain material designated
6 CONFIDENTIAL, that party SHALL comply with Local Rules for doing so.

7 **10. Dissemination to Third Parties.**

8 (a) CONFIDENTIAL Information shall be disclosed only to the parties to this stipulation, their
9 experts, consultants, and counsel. Before any person receives access to CONFIDENTIAL Information, each
10 shall execute a copy of the form attached hereto as Exhibit A, reciting that he, she or it has read a copy of
11 this stipulation and agrees to be bound by its terms.

12 (b) If any person who has obtained CONFIDENTIAL Information under the terms of this
13 stipulation receives a subpoena commanding the production of CONFIDENTIAL Information, such person
14 shall promptly notify the Disclosing Party of the service of the subpoena. The person receiving the subpoena
15 shall not produce any CONFIDENTIAL Information in response to the subpoena without either the prior
16 written consent of the Disclosing Party or order of the Court.

17 **11. Use of CONFIDENTIAL Information During Trial.**

18 If, a party intends to introduce into evidence any CONFIDENTIAL Information at trial, that party
19 SHALL notify the Court in the joint pretrial conference statement of this intention and SHALL seek an order
20 related to the introduction of this evidence at trial. The moving party SHALL comply with the Court's
21 pretrial order regarding whether this order will be sought in limine or otherwise.

22 **12. Duty to Use Reasonable Care.**

23 All persons bound by this stipulation shall have the duty to use reasonable care and precaution to
24 prevent violations thereof.

25 **13. Enforcement.**

26 (a) Prior to bringing any motion or application before the Court for enforcement of this
27 stipulation, the parties shall, comply with the procedures set forth in paragraph 5.

28 (b) In the event anyone shall violate, attempt to violate or threaten to violate any of the terms of
this stipulation, after compliance with the procedures in paragraph 5, the aggrieved party may apply to the
Court to obtain compliance with this stipulation or to obtain appropriate injunctive relief. Each party agrees

1 that, in response to an application for injunctive relief, it will not assert the defense that the aggrieved party
2 possesses an adequate remedy at law.

3 (c) The Court may make any order against a party to this stipulation it deems appropriate to
4 compel compliance in addition to any injunctive relief available to the parties.

5 (d) If CONFIDENTIAL Information is disclosed to any person other than as allowed by this
6 stipulation, the person responsible for the disclosure must immediately bring all pertinent facts relating to
7 such disclosure to the attention of counsel for the aggrieved party and without prejudice to the other rights
8 and remedies of any party, make every effort to prevent further disclosure. Fines and/or sanctions for
9 inadvertent or intentional disclosure shall be decided by the Court after briefing and argument by all parties
10 concerned.

11 **14. Return/Destruction of Documents.**

12 Within 60 days after final termination of this action, including all appeals, each party shall be
13 responsible for returning to the Disclosing Party all original and/or copies of all CONFIDENTIAL
14 Information produced during the course of this action and subject to this order, including all excerpts thereof,
15 except that counsel may retain all memoranda, and correspondence derived from such CONFIDENTIAL
16 Information and any such CONFIDENTIAL Information necessary for purposes of maintaining a legal file
17 but after the end of such years, all such retained CONFIDENTIAL Information shall be returned to the
18 Disclosing Party.

19 **15. Modification And Amendments.**

20 Except as to those modifications made by the Court, this stipulation may be modified or amended
21 without leave of Court by unanimous written agreement of the parties hereto.

22 **16. Duration of Stipulation.**

23 Provided the court makes this stipulation an order of the Court, this stipulation shall survive and
24 remain in full force and effect after the termination of this lawsuit, whether by final judgment after
25 exhaustion of all appeals or by dismissal, and the Court shall retain jurisdiction over the parties and their
26 attorneys for the purpose of enforcing the terms of this stipulation.

27 IT IS SO ORDERED.

28 Dated: May 18, 2023


UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

I, the undersigned, _____ hereby acknowledge that I have read the attached Confidentiality Stipulation and Order in the consolidated action entitled *Luis E. Cstaneda v. City of Bakersfield, et al.* United States District Court, Eastern District of California Case No. 1:23-CV-00068-ADA-CDB and I understand and agree to be bound by the terms thereof.

I further agree to submit to the jurisdiction of the Court for resolution of any dispute(s) concerning information received under the Stipulation and Order.

Dated: _____

Signature: _____

Retained By: _____