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and ANDREW NABORS

12
13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 ROBERTO ENRIQUEZ, JR.,

Case No. 1:24-CV-01588-CDB

16 Plaintiff,

**CONFIDENTIALITY STIPULATION
AND ~~PROPOSED~~ ORDER THEREON**

17 vs.

18 CITY OF BAKERSFIELD, a public entity, City
of Bakersfield Police Officers MARC TAFOYA
(Badge #1527), individually, COLIN
NEWHOUSE (Badge #1558), individually,
ANDREW NABORS (Badge #1312),
individually, and DOES 1-100, jointly and
severally,

*Complaint Filed: 12/26/2024
Trial Date: Not Yet Assigned*

19
20 Defendants.
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24 **RECITALS PURSUANT TO LOCAL RULE 141.1 (FRCP 26)**

25 WHEREAS, during the course of discovery in this matter, the Parties will request production of
26 materials and records relating to police officers and a criminal investigation and criminal charges resulting
27 from the incident giving rise to this litigation such as police reports, photographs, transcripts, video
interviews, audio interviews, etc., which contain confidential descriptions and appearance of victims and

1 witnesses, dates of birth, addresses, telephone numbers and social security numbers, as well as potential
2 testimony adverse to the alleged suspect(s).

3 WHEREAS, this matter relates to underlying alleged criminal activity of a juvenile including, but
4 not limited to, obstructing and evading a peace officer and possession of a stolen vehicle, etc.

5 WHEREAS, a protective order is necessary due to the serious and sensitive nature of the materials
6 and records to be produced which relate to alleged criminal activity and the identity and testimony of
witnesses and victims thereto.

WHEREAS, a Court Order of protection is necessary due to the extreme harm that may result to
8
witnesses and victims as well as police officers by a mere agreement of the Parties.

STIPULATION

10 IT IS HEREBY STIPULATED, by and between the undersigned parties through their respective
11 counsel of record, that the following provisions and conditions shall govern the parties:

12 | 1. Definitions:

13 The following definitions shall govern the construction of this stipulation unless the context
14 otherwise requires.

15 (a) CONFIDENTIAL Information. "CONFIDENTIAL Information" means any and all
16 Information regardless of format or medium, including personal, proprietary, and financial information,
17 state and federal tax records, and other Information which a party has a right to protect from unrestricted
18 disclosure. In the context of the present case it also includes the information protected by California Penal
Code Section 832.7 and California Evidence Code Sections 1043 to 1047.

19 (b) Disclosing Party: "Disclosing Party" means the party who discloses CONFIDENTIAL
20 Information.

21 (c) Information. "Information" means discovery obtained through the use of interrogatories,
22 requests for admission, requests for production of documents and things, depositions, subpoenas or other
23 Information obtained during discovery.

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

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

26 (f) Trade secret. "Trade secret" means trade secret as defined by California Civil Code §
27 3426.1(d)(1).

1 **2. Scope and Intent.**

2 (a) Until further order of the Court or stipulation of the parties, all Information designated as
3 “CONFIDENTIAL” by the Disclosing Party, to the extent such Information discloses CONFIDENTIAL
4 Information, shall be subject to this stipulation. However, nothing in this stipulation shall prevent any
5 party from seeking a modification of this stipulation or objecting to the designation of Information as
6 CONFIDENTIAL Information which the party believes to be otherwise improper.

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

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

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

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

17 **3. Designation of CONFIDENTIAL INFORMATION.**

18 Any Disclosing Party may designate Information, or any portion of such Information, as
19 CONFIDENTIAL Information by placing the word “CONFIDENTIAL” on the Information. By
20 designating Information as CONFIDENTIAL, the Disclosing Party warrants that the designation is made in
21 good faith and on reasonable belief that the Information so designated is CONFIDENTIAL Information as
22 defined above.

23 **4. Oral Deposition Testimony.**

24 A party may designate as CONFIDENTIAL Information, Information disclosed during oral
25 deposition by stating so on the record or in writing within 30 days from receipt of the transcript. Where
26 documents that have been designated as CONFIDENTIAL are entered into the record of a deposition or
27 where CONFIDENTIAL Information is disclosed during deposition, such portion of the deposition
28 containing CONFIDENTIAL Information shall be separately bound and marked “CONFIDENTIAL –
 UNDER PROTECTIVE ORDER” in a conspicuous place and shall be subject to the provisions of this
 stipulation.

1 **5. Objection to Designation.**

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

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

11 Notwithstanding the designation of Information as CONFIDENTIAL, such Information shall not be
12 CONFIDENTIAL Information, nor shall disclosure be limited in accordance with this stipulation where
13 such Information is:

14 (a) At the time of disclosure, in the public domain by publication otherwise;

15 (b) Subsequent to disclosure, through no act or failure to act on the part of the receiving party,
16 entered the public domain by publication or otherwise;

17 (c) Provided to a party by a third party who obtained the Information by legal means and
18 without any obligation of confidence to the Disclosing Party; or

19 (d) Developed by employees or agents of the receiving party independently of and without
20 reference to any Information communicated by the Disclosing Party.

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

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

25 **8. Inadvertent Disclosure.**

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

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

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

4 **10. Dissemination to Third Parties.**

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

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

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

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

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

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

20 **13. Enforcement.**

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

23 (b) In the event anyone shall violate, attempt to violate or threaten to violate any of the terms of
24 this stipulation, after compliance with the procedures in paragraph 5, the aggrieved party may apply to the
25 Court to obtain compliance with this stipulation or to obtain appropriate injunctive relief. Each party
26 agrees that, in response to an application for injunctive relief, it will not assert the defense that the
27 aggrieved party possesses an adequate remedy at law.

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

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

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

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

15 **15. Modification And Amendments.**

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

18 **16. Duration of Stipulation.**

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

23 Dated: March 11, 2025

24 LAW OFFICES OF PANOS LAGOS

25 */s/ Panos Lagos*

26 By: _____

27 Panos Lagos
28 Attorneys for Plaintiff
ROBERTO ENRIQUEZ JR.

1
2 Dated: March 11, 2025
3

MARDEROSIAN & COHEN

4
5 */s/ Heather S. Cohen*
6
7
8

By: _____

9 Michael G. Marderosian
10 Heather S. Cohen
11 Attorneys for Defendants
12 CITY OF BAKERSFIELD,
13 MARK TAFOYA, COLIN NEWHOUSE,
14 And ANDREWS NABORS
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IT IS SO ORDERED.

10 Dated: March 12, 2025

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UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

I, the undersigned, _____ hereby acknowledge that I have read the attached Confidentiality Stipulation and Order in the consolidated action entitled *Enriquez v. City of Bakersfield, et al.* United States District Court, Eastern District of California Case No. 1:24-CV-01588-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: _____