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13 UNITED STATES DISTRICT COURT  
14 EASTERN DISTRICT OF CALIFORNIA

15 MARKUS M. HALL, an individual;  
16 MONIQUE G. RANKIN, an individual; and  
17 LINDSEY K. SANDERS, an individual,

18 Plaintiffs,

19 v.

20 CITY OF FAIRFIELD, a California municipal  
21 corporation; OFFICER NICK McDOWELL,  
22 individually and in his capacity as a police  
23 officer with the CITY OF FAIRFIELD;  
24 OFFICER CHRIS GRIMM, individually and in  
25 his capacity as a police officer with the CITY  
26 OF FAIRFIELD; OFFICER TOM  
27 SHACKFORD, individually and in his capacity  
28 as a police officer with the CITY OF  
29 FAIRFIELD; OFFICER ZACK SANDOVAL,  
30 individually and in his capacity as a police  
31 officer with the CITY OF FAIRFIELD;  
32 SERGEANT STEVE CRANE, individually and  
33 in his capacity as a police officer with the CITY  
34 OF FAIRFIELD; IN-N-OUT BURGER, a  
35 California corporation; MARC L. YOUNG, an  
36 individual; and DOES 1 through 50, inclusive,

37 Defendants.

Case No: 10-CV-00508 GEB DAD

**STIPULATION AND ORDER TO  
PROTECT CONFIDENTIAL  
INFORMATION**

**STIPULATION**

38 Plaintiffs MARKUS M. HALL, MONIQUE G. RANKIN and LINDSEY K. SANDERS,  
39 Defendants CITY OF FAIRFIELD, OFFICERS NATE McDOWELL, CHRIS GRIMM,  
40 TOM SHACKFORD, ZACK SANDOVAL and SERGEANT STEVE CRANE and Defendants IN-N-

1 OUT BURGER and MARC L. YOUNG by and through their undersigned counsel of record, and  
2 subject to the approval of the Court, stipulate to the following Protective Order as set forth below:

3 1. In connection with any discovery proceedings in this action, the parties may agree or  
4 the Court may direct that any document, thing, material, testimony or other information derived  
5 therefrom, be designated as “Confidential” under the terms of this Stipulated Protective Order  
6 (“Order”). Confidential information is information which has not been made public and is privileged  
7 and confidential and protected from public disclosure under applicable Federal or California State law.

8 2. Confidential documents shall be so designated by stamping copies of the document  
9 produced to a party with the legend “CONFIDENTIAL.” Stamping the legend “CONFIDENTIAL” on  
10 the cover of any multi-page document shall designate all pages of the document as confidential, unless  
11 otherwise indicated by the producing party.

12 3. Material designated as confidential under this Order, the information contained therein,  
13 and any summaries, copies, abstracts, or documents derived in whole or in part from material  
14 designated as confidential (“confidential material”) shall be used only for the purpose of the  
15 prosecution, defense, or settlement of this action and for no other purpose.

16 4. Confidential material produced pursuant to this Order may be disclosed or made available  
17 only to the Court, to counsel for a party (including the paralegal, clerical and secretarial staff employed  
18 by such counsel), to any party to this proceeding and to the “qualified persons” designated below:

19 a. Experts or consultants (together with their clerical staff) retained by such  
20 counsel to assist in the prosecution, defense or settlement of this action;

21 b. Court reporters employed in this action; and

22 c. A witness at any deposition or proceedings in this action.

23 d. Any other person as to whom the parties in writing agree.

24 Prior to receiving any confidential material, each “qualified person” shall be provided with a  
25 copy of this Order and shall execute a non-disclosure agreement in the form of Attachment A, a copy  
26 of which shall be maintained by the counsel who is providing the materials.

27 5. The portion of any deposition in which confidential materials are discussed shall be  
28 taken only in the presence of qualified persons, as defined above.

1           6.       Nothing herein shall impose any restrictions on the use or disclosure by a party of  
2 material obtained by such party independent of discovery in this action, whether or not such material is  
3 also obtained through discovery in this action, or from disclosing its own confidential material as it  
4 deems appropriate.

5           7.       Receipt by any party of any confidential information does not constitute, nor is it to be  
6 construed to be, a waiver of any privilege or evidentiary objection, State or Federal.

7           8.       This Order shall be without prejudice to the right of the parties 1) to bring before the  
8 court at any time the question of whether any particular document or information is confidential or  
9 whether its use shall be restricted; or 2) to present a motion to the Court under Federal Rule of Civil  
10 Procedure 26(c) for a separate protective order as to any particular document or information, including  
11 restrictions different from those as specified herein. This Order shall not be deemed to prejudice the  
12 parties in any way in any future application for modification of this Order.

13           9.       Nothing in this Order nor the production of any information or document under the  
14 terms of this Order nor any proceedings pursuant to this Order, shall be deemed to have the affect of an  
15 admission or waiver of objections or privileges by either party or of altering the confidentiality or non-  
16 confidentiality of any such document or information or altering any existing right or obligation of any  
17 party or the absence thereof.

18           10.      This Order shall survive the final termination of this action, to the extent that the  
19 information contained in confidential material is not or does not become known to the public and the  
20 Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed  
21 hereunder. Within ninety (90) days of the dismissal or entry of final judgment in this action,  
22 whichever occurs first, each party shall return to the producing party all confidential materials and any  
23 and all copies thereof.

24           11.      The parties further acknowledge that this Stipulated Protective Order creates no  
25 entitlement to file confidential information under seal or to file documents redacted of confidential  
26 information other than that defined in Civil Local Rules 141 and 141.1; Civil Local Rules 141 and  
27 141.1 set forth the procedures that must be followed and reflects the standards that will be applied  
28 when a party seeks permission from the court to file material under seal or to file redacted documents



**ATTACHMENT A**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Hall, et al. v. City of Fairfield, et al.*, United States District Court for the Eastern District of California, Civil Action No. 10-CV-00508 GEB DAD, and hereby agree to comply with and be bound by the terms and conditions of said Order, unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Dated: \_\_\_\_\_