

1 PAUL Q. GOYETTE, SBN 137250
2 RICK E. SNYDER, SBN 173575
3 SEAN D. O'DOWD, SBN 296320
4 GOYETTE & ASSOCIATES, INC.
5 A Professional Law Corporation
6 2366 Gold Meadow Way, Suite 200
7 Gold River, CA 95670
8 Telephone: (916) 851-1900
9 Facsimile: (916) 851-1995
10 Email: sean@goyette-assoc.com

11 Attorneys for Defendant, Brandon Largent

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ROBERT BARRON,

Plaintiff,

v.

CITY OF REDDING, BRANDON
LARGENT, CHIEF ROBERT F. PAOLETTI,
and DOES 1-10,

Defendants.

CASE NO.: 2:14-CV-01107-MCE-CMK

STIPULATED PROTECTIVE ORDER

Defendants CITY OF REDDING, BRANDON LARGENT, and CHIEF ROBERT F. PAOLETTI in good faith believe that the following documents contain information that is (a) confidential, sensitive, or potentially invasive of an individual's privacy interests; (b) not generally known; (c) not normally revealed to the public or third parties, or, if disclosed to third parties, would require such third parties to maintain the information in confidence, and (d) protected by the federal common law official information privilege.

Defendants take the position that these documents are Confidential:

Personnel record of persons employed by City of Redding Police Department, including but not limited to documents concerning, relating or referring to: background investigations, hiring, appointment, termination, job performance and evaluations, awards, commendations, and recognition of all professional accomplishments, training, internal affairs investigative files, citizen complaints, charges of misconduct, resulting discipline or retraining.

1 IT IS HEREBY STIPULATED by, among and between the parties through their counsels of
2 record that the documents described herein may be designated as "Confidential" by CITY OF
3 REDDING, BRANDON LARGENT, and CHIEF ROBERT F. PAOLETTI and produced subject to
4 the following Protective Order:

5 1. **PURPOSES AND LIMITATIONS**

6 Disclosure and discovery activity in this action are likely to involve production of confidential
7 or private information for which special protection from public disclosure and from use for any
8 purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby
9 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties
10 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords extends only to the limited information or items that are
12 entitled under the applicable legal principles for confidential treatment. The parties further
13 acknowledge, as set forth in Section 9, below, that this Stipulated Protective Order creates no
14 entitlement to file confidential information under seal; Civil Local Rule 141 sets forth the procedures
15 that must be followed, and reflects the standards that will be applied when a party seeks permission
16 from the Court to file material under seal.

17 2. **DEFINITIONS**

18 2.1 **Party**: any party to this action, including all of its officers, directors, employees,
19 consultants, retained experts, and outside counsel (and their support staff).

20 2.2 **Disclosure or Discovery Material**: all items or information, regardless of the medium or
21 manner generated, stored or maintained (including, among other things, testimony, transcripts, or
22 tangible things) that are produced or generated in disclosures or responses to discovery by any Party in
23 this matter.

24 2.3 **"Confidential" Information or Items**: information (regardless of how generated, stored
25 or maintained) or tangible things that qualify for protection under standards developed under Federal
26 Rule of Civil Procedure 26(c). This material includes, but is not limited to, medical records of the
27 parties, as well as officer personnel records marked "CONFIDENTIAL" and other similar confidential
28 records designated as such.

1 2.4 Receiving Party: a Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 2.5 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in
4 this action.

5 2.6 Designating Party: a Party or non-party that designates information or items that it
6 produces in disclosures or in responses to discovery as "Confidential."

7 2.7 Protected Material: any Disclosure or Discovery Material that is designated as
8 "Confidential."

9 2.8 Outside Counsel: attorneys who are not employees of a Party, but who are retained to
10 represent or advise a Party in this action.

11 2.9 Expert: a person with specialized knowledge or experience in a matter pertinent to the
12 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
13 consultant in this action and who is not a past or a current employee of a Party or of a competitor of a
14 Party and who, at the time of retention, is not anticipated to become an employee of a Party or a
15 competitor of a Party.

16 2.10 Professional Vendors: persons or entities that provide litigation support services (e.g.,
17 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,
18 retrieving data in any form or medium; etc.) and their employees or subcontractors.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not only Protected Material (as
21 defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts,
22 summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or
23 counsel to or in court or in other settings that might reveal Protected Material.

24 4. DURATION

25 Even after the termination of this litigation, the confidentiality obligations imposed by this
26 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
27 otherwise directs.

28 ///

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
3 non-party that designates information or items for protection under this Order must take care to limit
4 any such designation to specific material that qualifies under the appropriate standards. A Designating
5 Party must take care to designate for protection only those parts of material, documents, items, or oral
6 or written communications that qualify - so that other portions of the material, documents, items or
7 communications for which protection is not warranted are not swept unjustifiably within the ambit of
8 this Order.

9 Mass, indiscriminate, or routine designations are prohibited. Designations that are shown to be
10 clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily encumber or
11 retard the case development process, or to impose unnecessary expenses and burdens on other parties),
12 expose the Designating Party to sanctions.

13 If it comes to a Party's or a non-party's attention that information or items that it designated for
14 protection do not qualify for protection at all, that Party or non-party must promptly notify all other
15 parties that it is withdrawing the mistaken designation.

16 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
17 e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material that
18 qualifies for protection under this Order must be clearly so designated before the material is disclosed
19 or produced. Designation in conformity with this Order requires:

20 (a) For information in documentary form (apart from transcripts of depositions or
21 other pretrial or trial proceedings), that the Producing Party affix the legend or watermark
22 "CONFIDENTIAL" on each page that contains protected material. If only a portion or portions of the
23 material on a page qualifies for protection, the Producing Party also must clearly identify the protected
24 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion
25 that it is "CONFIDENTIAL."

26 A Party or non-party that makes original documents or materials available for
27 inspection need not designate them for protection until after the inspecting Party has indicated which
28 material it would like copied and produced. After the inspecting Party has identified the documents it

1 wants copied and produced, the Producing Party must determine which documents, or portions thereof,
2 qualify for protection under this Order, then, before producing the specified documents, the Producing
3 Party must affix the designation "CONFIDENTIAL" on each page that contains Protected Material. If
4 only a portion or portions of the material on a page qualifies for protection, the Producing Party must
5 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and
6 must specify that the material is "CONFIDENTIAL."

7 (b) For testimony given in deposition or in other pretrial or trial proceedings, that
8 the Party or non-party offering or sponsoring the testimony identify on the record, before the close of
9 the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions
10 of the testimony that qualify as "CONFIDENTIAL." When it is impractical to identify separately each
11 portion of testimony that is entitled to protection, and when it appears that substantial portions of the
12 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the
13 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to have
14 up to twenty (20) days to identify the specific portions of the testimony as "CONFIDENTIAL." Only
15 those portions of the testimony that are appropriately designated for protection within the 20 days shall
16 be covered by the provisions of this Stipulated Protective Order.

17 Transcript pages containing Protected Material must be separately bound by the court
18 reporter, who must affix to the top of each such page the legend "CONFIDENTIAL," as instructed by
19 the Party or non-party offering or sponsoring the witness or presenting the testimony.

20 (c) For information produced in some form other than documentary, and for any other
21 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
22 containers in which the information or item is stored the legend "CONFIDENTIAL." If only portions
23 of the information or item warrant protection, the Producing Party, to the extent practicable, shall
24 identify the protected portions, specifying the material as "CONFIDENTIAL."

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
26 designate qualified information or items as "CONFIDENTIAL" does not, standing alone, waive the
27 Designating Party's right to secure protection under this Order for such material. If material is
28 appropriately designated as "CONFIDENTIAL" after the material was initially produced, the

1 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that
2 the material is treated in accordance with this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
5 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
6 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its
7 right to challenge a confidentiality designation by electing not to mount a challenge promptly after the
8 original designation is disclosed.

9 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's
10 confidentiality designation must do so in good faith with counsel for the Designating Party by way of a
11 meet and confer process. Counsel agree to begin the meet and confer process directly. In conferring,
12 the challenging Party must explain the basis for its belief that the confidentiality designation was not
13 proper and must give the Designating Party an opportunity to review the designated material, to
14 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the
15 chosen designation. A challenging Party may proceed to the next stage of the challenge process only if
16 it has engaged in this meet and confer process first.

17 6.3 Judicial Intervention. If after meet and confer, disagreements remain regarding a
18 designation, the parties may seek court intervention under the applicable Federal Rules of Civil
19 Procedures and Local Rules and any Standing Orders of the Presiding Judge or Magistrate. The
20 burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the
21 Court rules on the challenge, all parties shall continue to treat the material in question as
22 "CONFIDENTIAL."

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

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
25 produced by another Party or by a non-party in connection with this case only for prosecuting,
26 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
27 categories of persons and under the conditions described in this Order. When the litigation has been
28

1 terminated, a Receiving Party must comply with the provisions of section 10, below (FINAL
2 DISPOSITION).

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

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
6 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 counsel of record in this action, as well as employees of said
9 Counsel to whom it is reasonably necessary to disclose the information for this litigation;

10 (b) the officers, directors, employees, of the Receiving Party to whom disclosure is
11 reasonably necessary for this litigation;

12 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is
13 reasonably necessary for this litigation;

14 (d) the Court and its personnel;

15 (e) court reporters, their staffs, and professional vendors to whom disclosure is
16 reasonably necessary for this litigation;

17 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
18 necessary. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
19 Material must be separately bound by the court reporter and may not be disclosed to anyone except as
20 permitted under this Stipulated Protective Order.

21 (g) the author of the document or the original source of the information.

22 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
25 the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized
26 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the person
27 or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request
28 such person or persons to be bound by the Stipulated Protective Order.

1 9. **FILING PROTECTED MATERIAL**

2 Without written permission from the Designating Party or a court order secured after
3 appropriate notice to all interested persons, a Party may not file in the public record in this action any
4 Protected Material. A Party that seeks to file under seal any Protected Material must comply with
5 Civil Local Rule 141.

6 10. **FINAL DISPOSITION**

7 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days
8 after the final termination of this action, defined as the dismissal or entry of judgment by the District
9 Court, or if an appeal is filed, the disposition of the appeal, each Receiving Party must return all
10 Protected Material to the Producing Party. As used in this subdivision, "all Protected Material"
11 includes all copies, abstracts, compilations, summaries, or any other form of reproducing or capturing
12 any of the Protected Material. With permission in writing from the Designating Party, the Receiving
13 Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected
14 Material is returned or destroyed, the Receiving Party must submit a written certification to the
15 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty (60) day
16 deadline that identifies (by category, where appropriate) all the Protected Material that was returned or
17 destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,
18 summaries or other forms of reproducing or capturing any of the Protected material. Notwithstanding
19 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
20 transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain
21 Protected Material. Any such archival copies that contain or constitute Protected Material remain
22 subject to this Protective Order as set forth in Section 4 (DURATION), above.

23 11. **MISCELLANEOUS**

24 11.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek
25 its modification by the Court in the future.

26 ///

27 ///

28 ///

1 11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order,
2 no Party waives any right it otherwise would have to object to disclosing or producing any information
3 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
4 right to object on any ground to use in evidence any of the material covered by this Protective Order.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6

7 Dated: _____, 2015

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Dale K. Galipo, Esq.
Attorney for Plaintiff, Robert Barron

Dated: _____, 2015

Vicki I. Sarmiento, Esq.
Attorney for Plaintiff, Robert Barron

Dated: _____, 2015

Gary Brickwood, Esq.
Attorney for Defendant, City of Redding
and Chief Robert F. Paoletti

Dated: _____, 2015

Sean O'Dowd, Esq.
Attorney for Defendant, Brandon Largent

IT IS SO ORDERED.

Dated: April 16, 2015

Craig M. Kellison
CRAIG M. KELLISON
UNITED STATES MAGISTRATE JUDGE