

1 AMIE McTAVISH, ESQ., SB No. 242372
 Email: amctavish@akk-law.com
 2 SEAN D. O'DOWD, ESQ., SB No. 296320
 Email: sodowd@akk-law.com

3 **ANGELO, KILDAY & KILDUFF, LLP**
 Attorneys at Law
 4 601 University Avenue, Suite 150
 5 Sacramento, CA 95825
 Telephone: (916) 564-6100
 6 Telecopier: (916) 564-6263

7 Attorneys for Defendants CITY OF DAVIS POLICE DEPARTMENT, JEFF VIGNAU, and
 8 DEREK RUSSELL

9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA**

11 LASONJA PORTER, an individual,) No. 2:14-cv-02984-KJM-DB
 12)
 13 Plaintiff,)
 14 vs.) **STIPULATION AND PROTECTIVE**
) **ORDER**
 15 CITY OF DAVIS POLICE DEPARTMENT, et))
 16 al.,)
 17 Defendants.)
 18 _____)

19 IT IS HEREBY AGREED AND STIPULATED BETWEEN THE PLAINTIFF, AND
 20 DEFENDANTS CITY OF DAVIS POLICE DEPARTMENT, JEFF VIGNAU, AND DEREK
 21 RUSSELL (hereinafter collectively referred to as "the Parties"), that all documents produced in
 22 this case pursuant to Fed. Rules Civ. Proc., rules 26, 30, 34 & 45 shall be governed by this
 23 protective order.

24 Absent a separate agreement between the Parties, in writing, all documents produced in
 25 this case shall be used by the Parties solely for the purpose of prosecuting and defending the
 26 above-captioned case. The documents shall not be duplicated, reproduced, transmitted, or
 27 communicated to any person for any reason other than counsel; clients; experts retained for the
 28 purpose of furthering the defense of or prosecution of the Plaintiff's case; deposition and trial

1 witnesses; mediator or third party neutral; or the Court. The copying of produced documents is to
2 be conducted in-house and shall not be done by outside third party vendors.

3 All copies of protected documents distributed by counsel to any Party for purpose of
4 prosecuting or defending the litigation shall be returned to counsel at the conclusion of the
5 litigation and counsel shall store and ultimately destroy the documents consistent with individual
6 firm policy.

7 Nothing in this agreement shall be interpreted to limit Plaintiff's ability to obtain and
8 disseminate documents procured outside this litigation, including, but not limited to, documents
9 obtained pursuant to a request under the California Public Records Act (Gov. Code § 6250 *et.*
10 *seq.*).

11 This Order shall constitute a protective order pursuant to Fed. Rules Civ. Proc., rule 26(c)
12 and shall be enforceable as set forth therein.

13
14 Dated: September 13, 2016

ANGELO, KILDAY & KILDUFF, LLP

/s/ Sean D. O'Dowd

By: _____

AMIE McTAVISH

SEAN D. O'DOWD

Attorneys for Defendants

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19 Dated: September 7, 2016

LAW OFFICES OF KELLAN
PATTERSON

*/s/ Kellan S. Patterson (as authorized on
9/7/16)*

By: _____

KELLAN S. PATTERSON

Attorney for Plaintiff

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1 **ORDER**

2 Pursuant to the parties’ request, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED THAT:

4 1. Requests to seal documents shall be made by motion before the same judge who will
5 decide the matter related to that request to seal.

6 2. The designation of documents (including transcripts of testimony) as confidential
7 pursuant to this order does not automatically entitle the parties to file such a document with the
8 court under seal. Parties are advised that any request to seal documents in this district is
9 governed by Local Rule 141. In brief, Local Rule 141 provides that documents may only be
10 sealed by a written order of the court after a specific request to seal has been made. L.R. 141(a).
11 However, a mere request to seal is not enough under the local rules. In particular, Local Rule
12 141(b) requires that “[t]he ‘Request to Seal Documents’ shall set forth *the statutory or other*
13 *authority for sealing*, the requested duration, the identity, by name or category, of persons to be
14 permitted access to the document, and all relevant information.” L.R. 141(b) (emphasis added).
15

16 3. A request to seal material must normally meet the high threshold of showing that
17 “compelling reasons” support secrecy; however, where the material is, at most, “tangentially
18 related” to the merits of a case, the request to seal may be granted on a showing of “good cause.”
19 Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016), petition
20 for cert. filed, ___ U.S.L.W. ___ (U.S. March 24, 2016) (No. 15-1211); Kamakana v. City and
21 County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

22 4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of
23 certain documents, at any court hearing or trial – such determinations will only be made by the
24 court at the hearing or trial, or upon an appropriate motion.

25 5. With respect to motions regarding any disputes concerning this protective order which
26 the parties cannot informally resolve, the parties shall follow the procedures outlined in Local
27 Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an *ex*
28 *parte* basis or on shortened time.

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6. The parties may not modify the terms of this Protective Order without the court's approval. If the parties agree to a potential modification, they shall submit a stipulation and proposed order for the court's consideration.

7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this Protective Order after the action is terminated.

8. Any provision in the parties' stipulation that is in conflict with anything in this order is hereby DISAPPROVED.

DATED: September 13, 2016

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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