

1 Jesse J. Maddox, Bar No. 219091  
jmaddox@lcwlegal.com  
2 Arlin Kachalia, Bar No. 193752  
akachalia@lcwlegal.com  
3 LIEBERT CASSIDY WHITMORE  
A Professional Law Corporation  
4 135 Main Street, 7th Floor  
San Francisco, California 94105  
5 Telephone: 415.512.3000  
Facsimile: 415.856.0306  
6

7 Attorneys for Defendants CITY OF TRACY and R. LEON  
CHURCHILL, JR.

8  
9 Russell A. Robinson (SBN 163937)  
LAW OFFICE OF RUSSELL A. ROBINSON  
10 345 Grove Street, First Floor  
San Francisco CA 94102  
11 Telephone: (415) 861-4416  
Facsimile: (415) 431-4526  
12 rlaw345@gmail.com

13 Attorneys for Plaintiff JUAN ESPINOZA  
14

15 UNITED STATES DISTRICT COURT  
16 EASTERN DISTRICT OF CALIFORNIA

17 JUAN ESPINOZA,  
18 Plaintiff,

19 v.

20 CITY OF TRACY, CHIEF OF POLICE  
21 GARY HAMPTON, R. LEON  
CHURCHILL, JR., AND DOES 1  
22 through 40, inclusive,  
23 Defendants.

Case No.: 2:15-cv-00751-WBS-KJN

Complaint Filed: April 6, 2015  
FAC Filed: December 5, 2016

**STIPULATED PROTECTIVE ORDER  
(PEACE OFFICER RECORDS, PERSONNEL  
RECORDS OF INDIVIDUAL DEFENDANT  
OR THIRD PARTY, SEALED RECORDS,  
AND ATTORNEY-CLIENT OR ATTORNEY  
WORK PRODUCT DOCUMENTS)**

1 TO THE COURT AND TO THE PARTIES AND TO THEIR ATTORNEYS OF  
2 RECORD:

3 Plaintiff JUAN ESPINOZA and Defendants CITY OF TRACY and R. LEON  
4 CHURCHILL, JR. (collectively the “Parties” to this Stipulated Protective Order), by and through  
5 their respective counsel, stipulate to this Protective Order, to protect private and confidential  
6 information that may be produced, exchanged or disclosed by any Party (as defined below) or  
7 non-Party in connection with the above-captioned action (the “Litigation”), including subpoena(s)  
8 for documents or testimony, as may be necessary during the pendency of the Litigation, and to  
9 render moot any objection to discovery on the ground of privilege based on privacy or  
10 confidential information or trade secrets.

11 1. PURPOSES AND LIMITATIONS

12 Disclosure and discovery activity in this action are likely to involve production of  
13 confidential or private information for which special protection from public disclosure and from  
14 use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
15 parties hereby stipulate to and petition the court to enter the following Stipulated Protective  
16 Order. (Local Rule 141.1) The parties acknowledge that this Order does not confer blanket  
17 protections on all disclosures or responses to discovery and that the protection it affords from  
18 public disclosure and use extends only to the limited information or items that are entitled to  
19 confidential treatment under the applicable legal principles.

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
25 of Civil Procedure 26(c).

26 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
27 well as their respective support staff).

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1           2.4    Designating Party: a Party or Non-Party that designates information or items that  
2 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
4 medium or manner in which it is generated, stored, or maintained (including, among other things,  
5 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
6 responses to discovery in this matter.

7           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
8 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
9 consultant in this action.

10          2.7    House Counsel: attorneys who are employees of a party to this action. House  
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12          2.8    Non-Party: any natural person, partnership, corporation, association, or other legal  
13 entity not named as a Party to this action.

14          2.9    Outside Counsel of Record: attorneys who are not employees of a party to this  
15 action but are retained to represent or advise a party to this action and have appeared in this action  
16 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

17          2.10   Party: any party to this action, including all of its officers, directors, employees,  
18 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19          2.11   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
20 Material in this action.

21          2.12   Professional Vendors: persons or entities that provide litigation support services  
22 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
23 organizing, storing, or retrieving data in any form or medium) and their employees and  
24 subcontractors.

25          2.13   Protected Material: any Disclosure or Discovery Material that is designated as  
26 “CONFIDENTIAL.”

27          2.14   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
28 Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material  
3 (as defined above), but also (1) any information copied or extracted from Protected Material;  
4 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
6 However, the protections conferred by this Stipulation and Order do not cover the following  
7 information: (a) any information that is in the public domain at the time of disclosure to a  
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as  
9 a result of publication not involving a violation of this Order, including becoming part of the  
10 public record through trial or otherwise; and (b) any information known to the Receiving Party  
11 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who  
12 obtained the information lawfully and under no obligation of confidentiality to the Designating  
13 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

14 4. DURATION

15 Even after final disposition of this Litigation, the confidentiality obligations imposed by  
16 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
17 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
18 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
19 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
20 including the time limits for filing any motions or applications for extension of time pursuant to  
21 applicable law.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
24 or Non-Party that designates information or items for protection under this Order must take care  
25 to limit any such designation to specific material that qualifies under the appropriate standards.  
26 The Designating Party must designate for protection only those parts of material, documents,  
27 items, or oral or written communications that qualify – so that other portions of the material,  
28 documents, items, or communications for which protection is not warranted are not swept

1 unjustifiably within the ambit of this Order.

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

6 If it comes to a Designating Party's attention that information or items that it designated  
7 for protection do not qualify for protection, the Designating Party must promptly notify all other  
8 Parties that it is withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
10 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
11 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
12 designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents, but  
15 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
16 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only  
17 a portion or portions of the material on a page qualifies for protection, the Producing Party also  
18 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
19 margins).

20 A Party or Non-Party that makes original documents or materials available for  
21 inspection need not designate them for protection until after the inspecting Party has indicated  
22 which material it would like copied and produced. During the inspection and before the  
23 designation, all of the material made available for inspection shall be deemed  
24 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and  
25 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
26 protection under this Order. Then, before producing the specified documents, the Producing  
27 Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If  
28 only a portion or portions of the material on a page qualifies for protection, the Producing Party

1 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
4 the Designating Party identify on the record, before the close of the deposition, hearing, or other  
5 proceeding, all protected testimony.

6 (c) for information produced in some form other than documentary and for any  
7 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
8 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”  
9 If only a portion or portions of the information or item warrant protection, the Producing Party, to  
10 the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
12 designate qualified information or items does not, standing alone, waive the Designating Party’s  
13 right to secure protection under this Order for such material. Upon timely correction of a  
14 designation, the Receiving Party must make reasonable efforts to assure that the material is  
15 treated in accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
18 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
19 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
20 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
21 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
22 original designation is disclosed.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
24 process by providing written notice of each designation it is challenging and describing the basis  
25 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
26 notice must recite that the challenge to confidentiality is being made in accordance with this  
27 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
28 good faith and must begin the process by conferring directly (in voice to voice dialogue; other

1 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
2 conferring, the Challenging Party must explain the basis for its belief that the confidentiality  
3 designation was not proper and must give the Designating Party an opportunity to review the  
4 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
5 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
6 stage of the challenge process only if it has engaged in this meet and confer process first or  
7 establishes that the Designating Party is unwilling to participate in the meet and confer process in  
8 a timely manner.

9           6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
10 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
11 Local Rule 230 (and in compliance with Local Rule 141, if applicable) within 30 days of the  
12 initial notice of challenge or within 21 days of the parties agreeing that the meet and confer  
13 process will not resolve their dispute, whichever is earlier. Each such motion must be  
14 accompanied by a competent declaration affirming that the movant has complied with the meet  
15 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
16 make such a motion including the required declaration within 30 days (or 21 days, if applicable)  
17 shall automatically waive the confidentiality designation for each challenged designation. In  
18 addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
19 time if there is good cause for doing so, including a challenge to the designation of a deposition  
20 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
21 accompanied by a competent declaration affirming that the movant has complied with the meet  
22 and confer requirements imposed by the preceding paragraph.

23           The burden of persuasion in any such challenge proceeding shall be on the Designating  
24 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
26 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
27 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
28 material in question the level of protection to which it is entitled under the Producing Party's

1 designation until the court rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
4 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
5 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only  
6 to the categories of persons and under the conditions described in this Order. When the litigation  
7 has been terminated, a Receiving Party must comply with the provisions of section 13 below  
8 (FINAL DISPOSITION).

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

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
12 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
13 information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
15 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
16 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
17 Bound” that is attached hereto as Exhibit A;

18 (b) the officers, directors, and employees (including House Counsel) of the  
19 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
22 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants, mock  
26 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation  
27 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (f) during their depositions, witnesses in the action to whom disclosure is



1 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
3 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
4 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
5 under this Stipulated Protective Order.

6 (g) the author or recipient of a document containing the information or a custodian  
7 or other person who otherwise possessed or knew the information.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
9 LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that compels  
11 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
12 must:

13 (a) promptly notify in writing the Designating Party. Such notification shall include a  
14 copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
16 other litigation that some or all of the material covered by the subpoena or order is subject to this  
17 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
19 Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order shall not produce any information designated in this action as  
22 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
23 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
24 shall bear the burden and expense of seeking protection in that court of its confidential material –  
25 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
26 Party in this action to disobey a lawful directive from another court.

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
4 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
5 connection with this litigation is protected by the remedies and relief provided by this Order.  
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
7 additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
9 Party’s confidential information in its possession, and the Party is subject to an agreement with  
10 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
12 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order  
14 in this litigation, the relevant discovery request(s), and a reasonably specific description of the  
15 information requested; and

16 (3) make the information requested available for inspection by the Non-Party.

17 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
18 days of receiving the notice and accompanying information, the Receiving Party may produce the  
19 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely  
20 seeks a protective order, the Receiving Party shall not produce any information in its possession  
21 or control that is subject to the confidentiality agreement with the Non-Party before a  
22 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
23 burden and expense of seeking protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
26 Material to any person or in any circumstance not authorized under this Stipulated Protective  
27 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
28 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the

1 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
2 made of all the terms of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
5 MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
7 produced material is subject to a claim of privilege or other protection, the obligations of the  
8 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
9 provision is not intended to modify whatever procedure may be established in an e-discovery  
10 order that provides for production without prior privilege review. Pursuant to Federal Rule of  
11 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
12 communication or information covered by the attorney-client privilege or work product  
13 protection, the parties may incorporate their agreement in the stipulated protective order  
14 submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
17 seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
19 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
20 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
21 no Party waives any right to object on any ground to use in evidence of any of the material  
22 covered by this Protective Order.

23 12.3 Filing Protected Material. Without first obtaining written permission from the  
24 Designating Party or a court order secured after appropriate notice to all interested persons, a  
25 Party may not file in the public record in this action any Protected Material. Any party seeking to  
26 file a document under seal must comply with Civil Local Rule 141. The parties intend to file  
27 Protected Material under seal pursuant to a court order authorizing the sealing of the specific  
28 Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue upon a

1 request establishing that the Protected Material at issue is privileged, protectable as a trade secret,  
2 or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
3 Material under seal pursuant to Civil Local Rule 141(b) is denied by the court, only then the  
4 Receiving Party may file the information in the public record unless otherwise instructed by the  
5 court.

6 12.4 A) The parties seek to maintain confidentiality of individual third party peace  
7 officer records consistent with the official information privilege and right to privacy, and pursuant  
8 to a tightly drawn protective order. *See Soto v. City of Concord*, 162 F.R.D. 603, 616 (N.D. Cal.  
9 1995) and *Kelly v. City of San Jose*, 114 F.R.D. 653, 660 (N.D. Cal. 1987). The parties  
10 contemplate that certain discovery produced in this litigation will consist of Protected Material,  
11 since the documents will likely consist of third party confidential peace officer personnel records.  
12 Such personnel records include any file maintained under that individual third party peace  
13 officer's name by his or her employing agency and containing records relating to any of the  
14 following:

- 15 (a) Personal data, including marital status, family members, educational and  
16 employment history, home addresses, or similar information.
- 17 (b) Medical history.
- 18 (c) Election of employee benefits.
- 19 (d) Employee advancement, appraisal, or discipline.
- 20 (e) Complaints, or investigations of complaints, concerning an event or  
21 transaction in which he or she participated, or which he or she perceived, and  
22 pertaining to the manner in which he or she performed his or her duties.
- 23 (f) Any other information the disclosure of which would constitute an  
24 unwarranted invasion of personal privacy.

25 This stipulation does not specifically contemplate that Plaintiff Juan Espinoza's personnel  
26 files, payroll records, personnel investigation reports and other personnel documents, are subject  
27 to confidentiality as confidential peace officer records under the official information privilege and  
28 right to privacy since Plaintiff Espinoza, by filing this federal lawsuit, has put these matters at

1 issue. However, Plaintiff contends that certain materials may be protected by Plaintiff Espinoza’s  
2 rights under the Public Safety Officers Procedural Bill of Rights (“POBR”) found at California  
3 Government Code sections 3300, et seq., and in the California Penal Code, section 832.7. As  
4 provided above, the burden of persuasion on this issue shall be on Plaintiff Espinoza. Defendants  
5 contend the POBR and California Penal Code protections apply in state court, not federal court,  
6 but recognize that certain information, such as social security numbers or certain medical records,  
7 may be properly subject to this protective order.

8 B) The parties agree and acknowledge that non-peace officer information may be  
9 contained in peace officer personnel records, including that of Plaintiff’s personnel records, and  
10 that public disclosure of names and contact information of these non-peace officers may violate  
11 privacy rights of these third-party individuals, and would otherwise constitute an unwarranted  
12 invasion of personal privacy. The parties agree that to the extent such non-peace officer  
13 information is contained in peace officer records, it would also constitute Protected Material.

14 C) To the extent Plaintiff seeks production of any personnel records, timesheets,  
15 payroll records, personnel investigation reports and other personnel related documents of  
16 individual defendant R. Leon Churchill, Jr., whether or not Plaintiff contends these are public  
17 records, the parties agree to and seek to maintain confidentiality of such individual party records  
18 consistent with the right to privacy, and pursuant to a tightly drawn protective order. Defendants  
19 do not waive any right they otherwise would have to object to disclosing or producing any  
20 information or item on any ground not addressed in this Stipulated Protective Order.

21 D) In paragraph 35 of his Amended Complaint, Plaintiff alleges that he “obtained a  
22 stay of the state action pending outcome of a motion to disqualify defense counsel herein. With  
23 the integrity of the legal profession a matter of public concern, Plaintiff’s motion was served late  
24 the afternoon of April 3, 2013, on defense counsel in San Francisco.” As confirmed by state  
25 court order, dated November 7, 2013, the parties agree and acknowledge that the state court  
26 entered separate orders, dated April 23, 2013 and June 12, 2013, sealing Plaintiff’s request to  
27 stay, the motion to disqualify, and related pleadings. (See also November 21, 2013 state court  
28 pleading, Defendant City of Tracy and Tracy Police Department’s List of Documents and

1 Proceedings to be Sealed Pursuant to Court Orders dated April 23, 2013 and June 12, 2013, filed  
2 in *Espinoza v. City of Tracy, et al.*, San Joaquin County Superior Court, Case No. 39-2011-  
3 00259854-CU-MC-STK.) The state court determined, in part, that there existed an overriding  
4 interest in protecting the confidentiality afforded peace officer personnel records pursuant to  
5 Penal Code section 832.7, privileged attorney-client communications, as well as attorney work  
6 product, that overcomes the right of public access to the record. Neither party has sought to  
7 make, or made a successful motion or showing for why any of the pleadings should be unsealed.  
8 The parties agree that the pleadings and proceedings, as the court ordered to be under seal, should  
9 be identified as Protected Material, unless and until either party has made a successful motion or  
10 showing for any of these pleadings should be unsealed.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in Section 4, each  
13 Receiving Party must return all Protected Material to the Producing Party or destroy such  
14 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
15 compilations, summaries, and any other format reproducing or capturing any of the Protected  
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
17 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
18 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all  
19 the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has  
20 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
23 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
24 product, and consultant and expert work product, even if such materials contain Protected  
25 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
26 this Protective Order as set forth in Section 4 (DURATION).

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

Dated: January \_\_\_\_, 2018

Respectfully submitted,

LIEBERT CASSIDY WHITMORE

By: \_\_\_\_\_

Jesse J. Maddox  
Arlin Kachalia  
Attorneys for Defendants CITY OF  
TRACY and R. LEON CHURCHILL, JR.

Dated: January \_\_\_\_, 2018

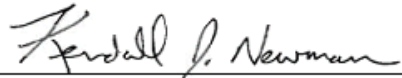
LAW OFFICE OF RUSSELL A.  
ROBINSON

By: \_\_\_\_\_

Russell A. Robinson  
Attorneys for Plaintiff JUAN ESPINOZA

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: January 30, 2018

  
\_\_\_\_\_  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Eastern District of California on  
\_\_\_\_\_, 2018 in the case of *Juan Espinoza v. City of Tracy, et al*, Case No.: 2:15-cv-  
00751-WBS-KJN. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_