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17 Attorneys for Plaintiff MARTIN GASCA

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION**

20 MARTIN GASCA, an individual)	Case No.: 2:15-cv-01109-WBS-CKD	
21 Plaintiff,)	STIPULATION FOR PROTECTIVE	
22 vs.)		ORDER AND PROTECTIVE ORDER
23 COUNTY OF SACRAMENTO, a municipal)		
24 corporation; DOE OFFICER 1 and DOES 2-)		
25 25,)		
26 Defendants.)		

27 Subject to the approval of this Court, the parties hereby stipulate to the following
28 protective order:

- 29 1. In connection with discovery proceedings in this action, the parties hereby designate
30 documents as “confidential” under the terms of this Stipulation for Protective Order
31 (hereinafter “Order”). The documents protected pursuant to this Order have not been
32 made public and the disclosure of said documents would have the effect of causing harm.
- 33 2. The documents eligible for protection under this order specifically include:

1 A. An individual defendant’s personnel file and/or other writings pertaining to a
2 Defendants employment as a peace officer generally protected from public
3 disclosure pursuant to state law and federal evidentiary privilege. Production of
4 such documents would violate an individual’s or third party’s right to privacy.

5 3. By designating documents as “confidential” under the terms of this Order, the party
6 making the designation is certifying to the Court that there is a good faith basis both in
7 law and in fact for the designation within the meaning of Federal Rule of Civil Procedure
8 26(g).

9 4. Documents produced by a party shall be designated by the party as “confidential” by
10 bates stamping copies of the document with the word “CONFIDENTIAL”. The
11 producing party shall also watermark and/or affix legends to such documents using the
12 words “CONFIDENTIAL - SUBJECT TO COURT ORDER.”

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

17 6. Confidential Material produced pursuant to this Order may be disclosed or made
18 available only to counsel for a party (including the paralegal, clerical, and secretarial staff
19 employed by such counsel and independent office services vendors hired by such
20 counsel). Confidential Material may be provided to any expert retained for consultation
21 and/or trial. In the event that Confidential Material is given to an expert, counsel that
22 retained the expert shall provide a copy of this Order with the Confidential Material.

23 7. The Confidential Material produced pursuant to this Order will be redacted with respect
24 to (i) social security numbers; (ii) dates of birth; (iii) financial information (including
25 financial account numbers); and (iv) in all circumstances when federal law requires
26 redaction. Each redaction must be identified by showing what information has been
27 redacted (e.g., “social security number,” etc.) This provision complies with Eastern
28 District Local Rule 140.

- 1 8. If a party would like to use Confidential Material in Court filings, at least seven (7) days
2 notice shall be given to all parties. All parties shall comply with the requirements of
3 Eastern District Local Rule 141, in the event that a party would like Confidential Material
4 to be sealed.
- 5 9. Nothing in this Order shall in any way limit or prevent Confidential Material from being
6 used in any deposition or other proceeding in this action. In the event that any
7 Confidential Material is used in any deposition or other proceeding in this action, it shall
8 not lose its confidential status through such use.
- 9 10. This Order is entered for the purpose of facilitating the exchange of documents between
10 the parties to this action without involving the Court unnecessarily in the process.
11 Nothing in this Order, or the production of any document under the terms of this Order,
12 shall be deemed to have the effect of an admission or waiver by either party or of altering
13 the confidentiality or non-confidentiality of any such document.
- 14 11. Nothing in this Order shall in and of itself require disclosure of information that is
15 protected by the attorney-client privilege, work-product doctrine, or any other privilege,
16 doctrine, or immunity, nor does anything in this Order, result in any party giving up its
17 right to argue that otherwise privileged documents must be produced due to waiver or for
18 any other reason.
- 19 12. If Confidential Material produced in accordance with this Order is disclosed to any
20 person other than in the manner authorized by this Order, the party responsible for the
21 disclosure shall immediately bring all pertinent facts relating to such disclosure to the
22 attention of all counsel of record and, without prejudice to other rights and remedies
23 available to the producing party, make every effort to obtain the return of the disclosed
24 Confidential Material and prevent further disclosure of it by the person who was the
25 recipient of such information.
- 26 13. This Order shall survive the final termination of this action, to the extent that the
27 Confidential Material is not or does not become known to the public, and the Court shall
28 retain jurisdiction to resolve any dispute concerning the use of the information disclosed

1 hereunder. Counsel for the parties shall destroy or return all Confidential Material in
2 their possession, custody, or control, and provide proof of destruction or return within
3 forty-five (45) days of final termination of this action, which shall be deemed to occur
4 only when final judgment has been entered and all appeals have been exhausted.

5 IT IS SO STIPULATED.

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7 Dated: March 2, 2016

LONGYEAR, O'DEA & LAVRA, LLP

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9 By: /s/ Kelley S. Kern

10 JOHN A. LAVRA
KELLEY S. KERN
Attorneys for Defendant

11 Dated: March 2, 2016

LAW OFFICE OF BROWN & GESSELL

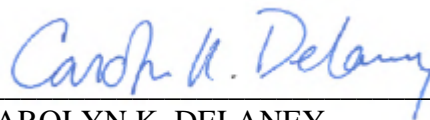
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13 By: /s/ Douglas A. Gessell

14 DOUGLAS A. GESSELL
STEVEN L. BROWN
Attorneys for Plaintiff

15
16
17 **ORDER**

18 **IT IS SO ORDERED:**

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20 Dated: March 7, 2016



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22 CAROLYN K. DELANEY
23 UNITED STATES MAGISTRATE JUDGE
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