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8 **UNITED STATES DISTRICT COURT**

9 **EASTERN DISTRICT OF CALIFORNIA**

10 HARRY VELEZ, MARIA LOZADA and)

11 ANDRE O’HARA,)

12 Plaintiffs,)

13 vs.)

14 ROBERT BAKKEN, DUSTIN MARIA,)

15 COUNTY OF TEHAMA,)

16 Defendants.)

Case No.: 2:17-cv-00960-WBS-KJN

STIPULATED PROTECTIVE ORDER

17
18 **IT IS HEREBY STIPULATED** by and between Plaintiffs HARRY VELEZ, MARIA
19 LOZADA, and ANDRE O’HARA (collectively, “Plaintiffs”) and Defendants ROBERT BAKKEN,
20 DUSTIN MARIA, and COUNTY OF TEHAMA (collectively, “Defendants”), by and through their
21 respective counsel of record, that in order to facilitate the exchange of information and documents which
22 are subject to confidentiality limitations based on the law enforcement investigatory privilege and the
23 Defendants’ rights to privacy in their personnel files. This Order shall constitute a protective order
24 pursuant to Fed. R. Civ. P. 26(c) and shall be enforceable as set forth therein. The Parties stipulate as
25 follows:

26 1. PURPOSES AND LIMITATIONS

27 Disclosure and discovery activity in this action could potentially involve production of
28 confidential law enforcement investigatory information, personnel records, and medical records for

1 which special protection from public disclosure and from use for any purpose other than prosecuting this
2 litigation would be warranted. Accordingly, the parties stipulate and the court hereby issues the
3 following Protective Order regarding production of confidential records.

4 2. DEFINITIONS

5 2.1 Party: any party to this action, including all of its officers, directors, employees,
6 consultants, retained experts, and outside counsel (and their support staff).

7 2.2 Discovery Material: all items or information, regardless of the
8 medium or manner generated, that are (1) produced by any Party to this action under the discovery rules;
9 (2) obtained via subpoena; or (3) generated as the result of a deposition. This is to include all items or
10 information obtained pursuant to Fed. R. Civ. P. 26, 30, 31, 33, 34, 35, 36, and 45.

11 2.3 Receiving Party: a Party that receives Discovery Material

12 2.4 Producing Party: a Party or non-party that produces Discovery Material.

13 2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to
14 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
15 consultant in this action and who is not a part or a current employee of a Party and who, at the time of
16 retention, is not anticipated to become an employee of a party.

17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover all Discovery Material disclosed
19 during the course of this litigation. This includes information copied or extracted therefrom, as well as
20 all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations
21 by parties or counsel to or in court or in other settings that might reveal disclosed material.

22 4. DURATION

23 Even after the termination of this litigation, the confidentiality obligations imposed by this Order
24 shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise
25 directs.

26 5. CHALLENGING CONFIDENTIALITY

27 5.1 Timing of Challenges. Unless a prompt challenge to the confidentiality of a
28 disclosure is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a
later significant disruption or delay of the litigation, a Party does not waive its right to challenge

1 confidentiality by electing not to mount a challenge promptly after the information is disclosed.

2 5.2 Meet and Confer. A Party that elects to initiate a challenge must do so in good faith
3 and must begin the process by conferring with counsel for the Producing Party. In conferring, the
4 challenging Party must explain the basis for its belief that confidentiality is not proper and must give the
5 Producing Party an opportunity to review the challenged material, to reconsider the circumstances, and to
6 explain the basis for confidentiality. A challenging Party may proceed to the next stage of the challenge
7 process only if it has engaged in this meet and confer process first.

8 5.3 Judicial Intervention. A Party that elects to press a challenge to confidentiality may
9 file and serve a motion under Civil Local Rule 230 (and in compliance with Civil Local Rule 141, if
10 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.
11 Each such motion must be accompanied by a competent declaration that affirms that the movant has
12 complied with the meet and confer requirements imposed in the preceding paragraph and that sets forth
13 with specificity the justification for challenge. The burden of persuasion in any such challenge
14 proceeding shall be on the Producing Party. Until the court rules on the challenge, all parties shall
15 continue to afford the material in question the level of protection to which it is entitled.

16 6. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

17 A Receiving Party shall use Discovery Material only for prosecuting, defending, or attempting to
18 settle this litigation. Such material may be disclosed only to parties, counsel of record, and parties'
19 experts. Attorneys who disclose such information to parties or experts must instruct them not to disclose
20 the information to anybody and advise them of this protective order. Attorneys who disclose such
21 information shall not provide copies of the material to parties in either physical or electronic form.

22 When the litigation has been terminated, a Receiving Party must comply with the provisions of
23 section 9 below (FINAL DISPOSITION). Information must be stored and maintained by a Receiving
24 Party at a location and in a secure manner that ensures that access is limited to the persons authorized
25 under this Order.

26 7. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION

27 If a Receiving party learns that, by inadvertence or otherwise, it has disclosed information
28 covered by this Protective Order to any person or in any circumstance not authorized under this
Protective Order, the Receiving Party must immediately: (a) notify in writing opposing counsel of the

1 unauthorized disclosures, (b) use best efforts to retrieve all copies of the information, and (c) inform the
2 person or persons to whom unauthorized disclosures were made of all the terms of this protective order.

3 8. FILING CONFIDENTIAL INFORMATION

4 Without written permission from the Producing Party or a court order secured after appropriate
5 notice to all interested persons, A Party may not file in the public record in this action any information
6 covered by this Order. A Party that seeks to file under seal any such information must comply with Civil
7 Local Rule 141.

8 9. FINAL DISPOSITION

9 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after
10 the final termination of this action, defined as the dismissal or entry of judgment by the district court, or
11 if an appeal is filed, the disposition of the appeal, each Receiving party must return all information
12 covered by this Order to the Producing Party. This includes all copies, abstracts, compilations,
13 summaries or any other form of reproducing or capturing any information covered by this Order. With
14 permission in writing from the Producing Party, the Receiving Party may destroy some or all of the
15 information instead of returning it. Whether the information is returned or destroyed, the Receiving
16 Party must submit a written certification to the Producing Party by the sixty day deadline that identifies
17 the information that was returned or destroyed and that affirms that the Receiving Party has not retained
18 any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the
19 information covered by this Order. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
21 work product.

22 10. MISCELLANEOUS

23 10.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
24 seek its modification by the Court in the future.

25 10.2 Right to Assert Other Objections. This Protective Order does not limit any right the
26 Parties have to object to disclosing or producing any information or item on any ground not addressed in
27 this Stipulated Protective Order. Similarly, this Protective Order does not limit the Parties' right to
28 object on any ground to use in evidence any of the material covered by this Protective Order.

10.3 Documents to be Controlled by Receiving Party. The Receiving party agrees to

1 control Discovery Material that he/she receives. The Receiving Party agrees not to upload or post any
2 Discovery Material to any online website and not to disclose any Discovery Material to any news
3 organization.
4

5 **IT IS SO STIPULATED.**

6 Dated: March 15, 2018

ANGELO, KILDAY & KILDUFF, LLP

/s/ Derick E. Konz

8 By _____

Bruce A. Kilday

Derick E. Konz

Attorneys for Defendants ROBERT

10 BAKKEN, DUSTIN MARIA, and COUNTY

OF TEHAMA
11
12

13 Dated: March 15, 2018

LAW OFFICES OF J. DAVID NICK

/s/ J. David Nick

(as authorized on 3/13/18)

15 By _____

J. David Nick, Esq.

16 Attorney for PLAINTIFFS
17
18

19 **ORDER**

20 Having considered the stipulation of the parties and good cause appearing, the court hereby
21 APPROVES and ENTERS a protective order consistent with the parties' foregoing stipulation.
22

23 **IT IS SO ORDERED.**

24 Dated: March 16, 2018



26 KENDALL J. NEWMAN

27 UNITED STATES MAGISTRATE JUDGE
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