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17 **UNITED STATES DISTRICT COURT**  
18 **EASTERN DISTRICT OF CALIFORNIA**

19 NICKOLAS PITTS,

20 Plaintiff,

21 vs.

22 CITY OF VALLEJO, a municipal corporation;  
23 MATTHEW KOMODA, in his individual and  
24 official capacity as a CITY OF VALLEJO  
25 Police Officer; RYAN McLAUGHLIN, in his  
26 individual and official capacity as a CITY OF  
27 VALLEJO Police Officer; and DOES 1-50,  
individually and in their official capacities as  
Employees for the CITY OF VALLEJO, jointly  
and severally,

Defendants.

No: 2:17-cv-00988-KJM-DB

**STIPULATION FOR PROTECTIVE  
ORDER AND ORDER**

28 **Case No. 2:17-cv-00988-KJM-DB**

**STIPULATION FOR PROTECTIVE ORDER  
AND ORDER**

1 IT IS HEREBY STIPULATED BY ALL PARTIES to this action by and through  
2 their attorneys of record, that in order to protect the confidentiality of the records  
3 described below, any of said records disclosed are subject to a protective order and  
4 designated as "Confidential Material" as follows:

5 1. Records produced by defendants in response to plaintiff's Request for  
6 Production of Documents:

7 a. Citizen complaints and internal affairs investigations related to  
8 alleged excessive force, alleged dishonesty, or racial profiling  
9 against Defendant Komoda within the last five years.

10 b. Citizen complaints and internal affairs investigations related to  
11 alleged excessive force, alleged dishonesty or racial profiling  
12 against Defendant McLaughlin within the last five years.

13 2. Confidential material may not be disclosed except as set forth in  
14 paragraphs 3- 5.

15 3. Confidential Material may be disclosed only to the following persons:

16 a. Counsel for any party to this action.

17 b. Paralegal, stenographic, clerical and secretarial personnel  
18 regularly employed by counsel referred to in 3(a);

19 c. Court personnel including stenographic reporters engaged in  
20 such proceedings as are necessarily incidental to  
21 preparation for the trial of this action;

22 d. Any outside expert or consultant retained in connection with  
23 this action, and not otherwise employed by either party;

24 e. Any "in house" expert designated by defendants to testify at  
25 trial in this matter;

26 f. Witnesses, other than the plaintiff herein, who may have the  
27 documents disclosed to them during deposition proceedings;

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the witnesses may not leave the depositions with copies of the documents, and shall be bound by the provisions of paragraph 5;

- g. Any Neutral Evaluator or other designated ADR provider;
- h. Parties to this action; and
- i. The jury, should this matter go to trial.

4. Each person to whom disclosure is made, with the exception of counsel who are presumed to know of the contents of this protective order, shall, prior to disclosure: (1) be provided with a copy of this order by the person furnishing him/her such material, and (2) agree on the record or in writing that she/he has read the protective order and that she/he understand the provisions of the protective order. Such person must also consent to be subject to the jurisdiction of the United States District Court, Eastern District of California, with respect to any proceeding relating to the enforcement of this order. Defendant City of Vallejo and the named defendants herein shall be entitled to retain possession of the original writings described above. Nothing in this paragraph 4 is intended to prevent officials or employees of the City of Vallejo or other authorized government officials or any other persons from having access to the documents if they would have had access in the normal course of their job duties or rights as a citizen. Further, nothing in this order prevents a witness from disclosing events or activities personal to them, i.e., a witness can disclose to others previous information given to the City of Vallejo with respect to what she/he saw, heard, or otherwise sensed.

5. At the conclusion of the trial and of any appeal or upon other termination of this litigation, all Confidential Material received under the provision of this order (including any copies made) shall be delivered back to the City of Vallejo. Provisions of this order insofar as they restrict disclosure and use of the material shall be in effect until all Confidential Material (including all copies thereof) are returned to defendants.

1           6.     Should a party intend to file Confidential Material with the court, as an  
2 exhibit to a pleading or otherwise, that party must first notify all other parties (through  
3 their attorneys), in writing and filed with the court, no less than fourteen days before the  
4 intended filing date, giving any such party reasonable notice and an opportunity to apply  
5 to the court for an order to file the material under seal. No document shall be filed under  
6 seal unless a party secures a court order allowing the filing of a document under seal in  
7 accordance with the provisions of E.D. Local Rule 141.

8           7.     Nothing in this order shall preclude a party from showing or disclosing any  
9 documents, e.g., deposition transcript, pleading or brief, which otherwise contain  
10 Confidential Material as defined in paragraph 1, as long as such document has been  
11 redacted so as to prevent disclosure of such Confidential Material.

12          8.     The foregoing is without prejudice to the right of any party (a) to apply to  
13 the Court for a further protective order relating to any Confidential Material or relating to  
14 discovery in this litigation; (b) to apply to the Court for an order removing the  
15 Confidential Material designation from any document; and (c) to apply to the Court for  
16 an order compelling production of documents or modification of this order or for any  
17 order permitting disclosure of Confidential Materials beyond the terms of this order.

18          9.     Upon receipt of this Protective Order and disclosure of the Confidential  
19 Material, it will be presumed that plaintiff knows the contents of this Protective Order,  
20 understand the provisions of this Protective Order and consent to be subject to the  
21 jurisdiction of the United States District Court, Eastern District, with respect to any  
22 proceeding relating to the enforcement of this Protective Order.

23          10.    Confidential Material disclosed may be used in the litigation of this action  
24 only, and not for any other purpose.

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1           3. A request to seal material must normally meet the high threshold of showing that  
2 “compelling reasons” support secrecy; however, where the material is, at most, “tangentially  
3 related” to the merits of a case, the request to seal may be granted on a showing of “good cause.”  
4 Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016);  
5 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

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


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

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

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

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

20 Dated: March 29, 2018

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24 DEBORAH BARNES  
UNITED STATES MAGISTRATE JUDGE

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