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11 **UNITED STATES DISTRICT COURT**
 12 **EASTERN DISTRICT OF CALIFORNIA**

14 STEVE WOLNIAK, an individual,
 15 Plaintiff,

16 vs.

17 COUNTY OF SACRAMENTO, a public
 governmental entity, MCCLOUD
 18 STEWART, an individual and in his
 capacity as a Deputy Sheriff of the County
 19 of Sacramento, JACOB PRUE, an
 individual and in his capacity as a Deputy
 20 Sheriff of the County of Sacramento,
 RYAN DRUMMOND, an individual and
 21 in his capacity as a Deputy Sheriff of the
 County of Sacramento, and DOES 1
 22 through 50, inclusive,

23 Defendants.

Case No.: 2:17-cv-01286 KJM AC

**STIPULATION AND PROTECTIVE
 ORDER**

25 IT IS HEREBY STIPULATED by, among and between the parties to the above-captioned
 26 action through their counsel of record, that the documents described herein may be designated as
 27 “Confidential” and produced subject to the following Protective Order:
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1. Categories of documents described as follows:

- (a) Medical treatment and assessment of records of Steve Wolniak.
- (b) Mental Health treatment and assessment records of Steve Wolniak.
- (c) Records made in connection with any California Welfare and Institutions

Code § 5150 et. Seq. assessments or determinations pertaining to Steve Wolniak.

(d) The following categories of items from the personnel files of any law enforcement file produced in this action:

- (1) Employment Applications.
- (2) Evaluations.
- (3) Personnel Action Forms.
- (4) Employment Verification Forms.
- (5) Pay Information, including rates, time sheets, and income.
- (6) Next of Kin Notifications, including third party contact

information.

2. The portions designated as confidential contain information that is not available to the public and are the types of records and information which Wolniak, Stewart, Prue, and Drummond have a privacy interest in.

3. A Court approved protective order is appropriate pursuant to Local Rule 141.1 because there are certain relevant documents that contain private information regarding Wolniak’s medical treatment and mental health.

4. The disclosed documents shall be used solely in connection with the civil action of Steve Wolniak v. County of Sacramento, et al., Case No. 2:17-cv-01286 KJM AC and in the preparation and trial of the cases, or any related proceeding. The Parties do not waive any objections to the admissibility of the documents or portions thereof in future proceedings in this case, including trial.

5. A party may only designate as “Confidential” a document which it has determined in good faith to be: (a) confidential or potentially invasive of an individual’s privacy interests; (b)

1 not generally known; and (c) not normally revealed to the public or third parties or, if disclosed to
2 third parties, such that third parties would be required to maintain the information in confidence.
3 By designating a document or portion thereof as “Confidential,” the party making the designation
4 avers that it can and would make a showing to the Court sufficient to justify entry of a protective
5 order covering that document or portion thereof under Federal Rule of Civil Procedure 26 and
6 Eastern District of California Local Rule 141.1.

7 6. A party producing the documents and materials described herein may designate
8 those materials as confidential by affixing a mark labelling them “Confidential” provided that
9 such marking does not obscure or obliterate the content of any record. If any confidential
10 materials cannot be labelled with this marking, those materials shall be placed in a sealed
11 envelope or other container that is in turn marked “Confidential” in a manner agreed upon by the
12 disclosing and requesting parties.

13 7. A party may apply to the Court for an order that information or materials labeled
14 “Confidential” are not, in fact, confidential. Prior to applying to the Court for such an order, the
15 party seeking to reclassify Confidential information shall meet and confer with the producing
16 party. Until the matter is resolved by the parties or the Court, the information in question shall
17 continue to be treated according to its designation under the terms of this Stipulated Protective
18 Order. The producing party shall have the burden of establishing the propriety of the
19 “Confidential” designation. A party shall have the burden of establishing the propriety of a
20 confidentiality designation at the time made and a failure to do so shall not preclude a subsequent
21 challenge thereto.

22 8. Documents or materials designated under this Protective Order as “Confidential”
23 may only be disclosed to the following persons:

24 (a) All counsel of record and attorneys in the offices of counsel for any of the
25 Defendants in this action;

26 (b) All counsel of record, and attorneys in the offices of counsel for Plaintiff in
27 this action;

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1 (c) Paralegal, clerical, and secretarial personnel regularly employed by counsel
2 referred to in subparts (a) and (b) immediately above, including stenographic deposition reports
3 or videographers retained in connection with this action;

4 (d) Court personnel, including stenographic reporters or videographers
5 engaged in proceedings as are necessarily incidental to the preparation for the trial in the civil
6 action;

7 (e) Any expert, consultant, or investigator retained in connection with this
8 action;

9 (f) The finder of facts at the time of trial, subject to the court's rulings on in
10 limine motions and objections of counsel;

11 (g) Witnesses during their depositions in this action; and

12 (h) The parties to this action.

13 9. Prior to the disclosure of any Confidential information to any person identified in
14 paragraph 8 and its sub-parts, each such recipient of Confidential information shall be provided
15 with a copy of this Stipulated Protective Order, which he or she shall read. Upon reading this
16 Protective Order, such person shall acknowledge in writing as follows:

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18 I have read the Protective Order that applies in Steve Wolniak v. County
19 of Sacramento, et al., Case No. 2:17-cv-01286 KJM AC (USDC) EDCA
20 and shall abide by its terms. I consent to be subject to the jurisdiction of
the United States District Court for the Eastern District of California,
including without limitation in any proceeding for contempt.

21 10. The following procedures shall be utilized by the parties making copies of
22 documents designated as "Confidential":

23 (a) The producing party shall provide one copy of the Confidential documents
24 to the receiving party.

25 (b) The receiving party shall not furnish, disclose, or otherwise divulge any
26 Confidential documents to any source, except those persons identified in Paragraph 8 herein,
27 without further order of the Court or authorization from counsel for the producing party.
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1 (c) If any document designated as “Confidential” pursuant to this Protective
2 Order is used or disclosed during the course of a deposition, that portion of the deposition record
3 reflecting such material shall be stamped with the appropriate designation and access shall be
4 limited pursuant to the terms of this Protective Order. The court reporter will be directed to bind
5 those portions of the transcript that contain discussion of the contents of the Confidential
6 documents separately. The cover of any portion of a deposition transcript that contains testimony
7 or documentary evidence that has been designated Confidential, including exhibits designated as
8 “Confidential,” will be marked: CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER.

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10 11. Should any documents designated “Confidential” be disclosed, through
11 inadvertence or otherwise, to any person not authorized to receive the documents under this
12 Protective Order, the disclosing person(s) shall promptly: (a) inform the producing party of the
13 recipient(s) and the circumstances of the unauthorized disclosure, and (b) use best efforts to bind
14 the recipient(s) to the terms of this Protective Order. No document shall lose its Confidential
15 status because it was inadvertently or unintentionally disclosed to a person not authorized to
16 receive it under this Protective Order.

17 12. The Confidential Material produced pursuant to this Order will be redacted with
18 respect to any purely confidential identifying personal and family information.

19 13. If Plaintiff or Defendants intend to use Confidential Material in a Court filing, at
20 least seven (7) days’ notice shall be given to all parties identifying the Confidential Material that
21 the party intends to utilize. In the event that a party believes that the Confidential Material
22 intended to be used should be filed under seal, then it shall be the burden of the party desiring that
23 the material be filed under seal to make that request to the Court. Plaintiff and Defendants shall
24 comply with the requirements of Eastern District Local Rule 141. The Parties agree a request to
25 file under seal or remove the designation of Confidential Information may be heard on shortened
26 time and/or by telephone conference under the applicable sealing standard.

27 14. Nothing in this Order shall in any way limit or prevent Confidential Material from
28 being used in any deposition or other proceeding in this action. In the event that any Confidential

1 Material is used in any deposition or other proceeding it shall not lose its confidential status
2 through such use. If any Confidential Material is used in a deposition then arrangements shall be
3 made with the court reporter to separately bind such portions of the transcript containing
4 information designated as “CONFIDENTIAL” and to label such portions appropriately.

5 15. This order is entered for the purpose of facilitating the exchange of documents
6 between the parties to this action without involving the Court unnecessarily in the process.
7 Nothing in this Order, or the production of any document under the terms of this Order, shall be
8 deemed to have the effect of an admission or waiver by either party or of altering the
9 confidentiality or non-confidentiality of any such document.

10 16. Nothing in this Order shall in and of itself require disclosure of information that is
11 protected by the attorney-client privilege, work-product doctrine, or any other privilege, doctrine,
12 or immunity, nor does anything in this Order, result in any party giving up its right to argue that
13 otherwise privileged documents must be produced due to waiver or for any other reason.

14 17. If Confidential Material produced in accordance with this Order is disclosed to any
15 person other than in the manner authorized by this Order, the party responsible for the disclosure
16 shall immediately bring all pertinent facts relating to such disclosure to the attention of all counsel
17 of record and without prejudice to their rights and remedies available to the producing party,
18 make every effort to obtain the return of the disclosed Confidential Material and prevent further
19 disclosure of it by the person who was the recipient of such information.

20 18. After the conclusion of this litigation, all Confidential documents, in whatever
21 form or reproduced, will remain confidential. All documents produced pursuant to this Protective
22 Order shall be destroyed or returned to counsel for the producing party in a manner in which
23 counsel will be able to reasonably verify that all documents were returned. All parties agree to
24 ensure that Confidential documents disclosed to other persons shall be destroyed or returned to
25 counsel for the producing party. “Conclusion” of this litigation means a termination of the action
26 following a trial (any subsequent appeal) or settlement, and entry of an order, judgment, or decree
27 terminating this action.
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IT IS SO STIPULATED.

DATE: January 26, 2018

CREGGER & CHALFANT LLP

/s/ Robert L. Chalfant
ROBERT L. CHALFANT
Attorneys for Defendants COUNTY OF
SACRAMENTO, McCLOUD STEWART, JACOB
PRUE, RYAN DRUMMOND

DATE: January 25, 2018

LAW OFFICE OF SOHAILA SAGHEB

/s/ Sohaila Sagheb
SOHAILA SAGHEB
Attorney for Plaintiff, STEVE WOLNIAK, an
individual

The parties' stipulation is approved with the clarification that paragraph 9 shall not apply to the court or its staff.

IT IS SO ORDERED.

DATED: January 31, 2018.


UNITED STATES DISTRICT JUDGE