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14 **UNITED STATES DISTRICT COURT**
15 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**
16

17 ANGELA RAMOS, an individual,
18
19 Plaintiff,

20 v.

21 LOS RIOS COMMUNITY COLLEGE
22 DISTRICT, a public entity, THOMAS
KLOSTER dba METRO-MATH TUTORING
23 SERVICES, a company, THOMAS
KLOSTER, an individual, DOES 1-50,
24 inclusive,

25 Defendants.
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CASE NO. 2:17-cv-01458-WBS-KJN

**STIPULATION AND PROTECTIVE
ORDER**

State Court Complaint Filed: June 13, 2017
Removed: July 13, 2017

Date: June 28, 2018
Time: 10:00 a.m.
Courtroom: 25
Before: The Hon. Kendall J. Newman

Trial Date: September 24, 2019

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1 1. Disclosure and discovery in this action will involve production of confidential,
2 proprietary, and/or private information for which the parties seek special protection from public
3 disclosure and from use for any purpose other than in connection with the instant litigation.
4 Accordingly, the parties hereby stipulate to the following protective order.

5 2. The parties acknowledge that this stipulated protective order creates no
6 entitlement to file confidential information under seal. Civil Local Rule 141 sets forth the
7 procedures that must be followed when a party seeks permission from the Court to file material
8 under seal.

9 3. The following “Confidential Documents” are protected under the terms and
10 conditions of this stipulated protective order:

- 11 • Personnel records regarding Thomas Kloster, including but not limited to, his
12 personnel file, any other documents related to his job performance, any
13 complaints, and any personnel action regarding him.
- 14 • Los Rios Community College District Police Department investigation files.
- 15 • Plaintiff’s academic, student, DSPS and financial aid files.

16 4. It is agreed that these Confidential Documents, and any part of them, shall be used
17 solely in connection with this litigation and the preparation and trial of this case, or any related
18 appellate proceeding, and not for any other purpose.

19 5. Confidential Documents may not be disclosed except as set forth in paragraph 6.
20 “Disclosed” means that the documents themselves, or copies of the documents, or the substance
21 of the documents are disseminated to any person by any means.

22 6. The Confidential Documents shall be retained by counsel for the parties to this
23 lawsuit and shall not be disclosed to anyone other than:

- 24 (a) The court, its clerks and research attorneys and the jury, if this matter
25 proceeds to trial;
- 26 (b) Attorneys actively involved in the representation of a Party (as used herein,
27 “Party” refers to an individual party, party representatives, guardian ad
28 litem, and current and former employees of an entity party), their

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- secretaries, paralegal, assistants, and other staff actively involved in assisting in the litigation;
- (c) Any expert or consultant who is retained by any of the parties or their counsel of record to assist counsel in the litigation, and any employee of such an expert assisting in the litigation;
 - (d) Any person called to testify as a witness either at a deposition or court proceeding in the litigation, but only to the extent necessary for the purposes of assisting in the preparation or examination of the witness, and also only if such persons are informed of the terms of this Protective Order;
 - (e) Deposition and court reporters and their support personnel, for purposes of preparing transcripts;
 - (f) Employees of outside copying services and other vendors retained by counsel to assist in the copying, imaging, handling or computerization of documents, but only to the extent necessary to provide such services in connection with the litigation and only after being informed of the provisions of this Protective Order and agreeing to abide by its terms;
 - (g) Mediators or other Alternative Dispute Resolution neutrals (including their employees, agents, and contractors) to whom disclosure is reasonably necessary to their involvement in the litigation;
 - (h) Any person who created a document or was the recipient thereof; and
 - (i) The Parties and their Insurance Carriers or claims representatives

7. At the conclusion of the Trial and any appeal, or upon other termination of this litigation, all confidential materials obtained by counsel for plaintiff, and all parts of such material, in possession of counsel for plaintiff, shall at the request of defense counsel return or destroy all Confidential Documents and all copies thereof made by or on behalf of other parties, and the other parties shall comply with such request unless otherwise ordered by the Court. Notwithstanding this provision, the attorneys for any Party are entitled to retain an archival copy

1 of confidential materials and any copies with work product provided that such material is
2 maintained in a manner designed to preserve its confidentiality.

3 8. The provisions of this Protective Order are without prejudice to the right of any
4 party: (a) To apply to the court for a further Protective Order relating to any confidential material
5 or relating to discovery in this litigation; (b) To apply to the court for an order removing the
6 confidential material designation from any documents; (c) To object to a discovery request; (d)
7 To apply to the court for an order compelling production of documents or modification of this
8 Order or for any order permitting disclosure of confidential material beyond the terms of this
9 Order.

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

11 Dated: June 11, 2018

JOHNSON SCHACHTER & LEWIS
A Professional Law Corporation

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14 By: /s/ Jason M. Sherman
ALESA SCHACHTER
JASON M. SHERMAN
Attorney for Defendant LOS RIOS
COMMUNITY COLLEGE DISTRICT

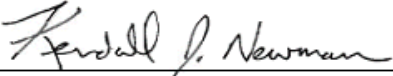
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17 Dated: June 11, 2018

WINER, McKENNA & BURRITT, LLP

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20 By: /s/ Elana R. Jacobs (as auth. on 6/11/18)
ALEXIS S. McKENNA
ELANA R. JACOBS
Attorney for Plaintiff ANGELA RAMOS

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

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25 Dated: June 29, 2018

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KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE