

1 STANLEY GOFF (Bar No. 289564)  
LAW OFFICE OF STANLEY GOFF  
2 15 Boardman Place Suite 2  
San Francisco, CA 94103  
3 Telephone: (415) 571-9570  
Email: [scraiggoft@aol.com](mailto:scraiggoft@aol.com)

4 FULVIO F. CAJINA (Bar No. 289126)  
LAW OFFICE OF FULVIO F. CAJINA  
5 311 Oak Street, Suite 108  
6 Oakland, CA 94607  
7 Telephone: (415) 601-0779  
Facsimile: (510) 225-2636  
8 Email: [fulvio@cajinalaw.com](mailto:fulvio@cajinalaw.com)

9 Attorneys for Plaintiffs

10 BRUCE A. KILDAY, S.B. #66415  
Email: [bkilday@akk-law.com](mailto:bkilday@akk-law.com)  
11 DERICK E. KONZ, S.B. #286902  
Email: [dkonz@akk-law.com](mailto:dkonz@akk-law.com)

12 **ANGELO, KILDAY & KILDUFF, LLP**  
13 Attorneys at Law  
601 University Avenue, Suite 150  
14 Sacramento, CA 95825  
15 Telephone: (916) 564-6100  
Telecopier: (916) 564-6263

16 Attorneys for Defendants CITY OF WOODLAND, SGT. KRAUSE, SGT. DAVIS, OFFICER  
17 WRIGHT, OFFICER GRAY, OFFICER LAL

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

20 DANIEL BARRERA, et al. ) Case No.: 2:18-cv-00329-JAM-KJN  
21 )  
22 Plaintiffs, ) **STIPULATED PROTECTIVE ORDER**  
23 )  
24 vs. )  
25 )  
26 CITY OF WOODLAND, SERGEANT )  
KRAUSE, SERGEANT DAVIS, OFFICER )  
WRIGHT, OFFICER GRAY, OFFICER LAL, )  
27 et al., )  
Defendants. )  
28 )  
\_\_\_\_\_ )

1  
2           **IT IS HEREBY STIPULATED** by and between Plaintiffs DANIEL BARRERA; CHRISTINE  
3 AMARO; MP, A MINOR BY AND THROUGH HER GUARDIAN AD LITEM JANET PALOMINO;  
4 MB, A MINOR BY AND THROUGH HER GUARDIAN AD LITEM JESSICA MCGEE (collectively,  
5 “Plaintiffs”); and Defendants CITY OF WOODLAND, SERGEANT KRAUSE, SERGEANT DAVIS,  
6 OFFICER WRIGHT, OFFICER GRAY, and OFFICER LAL (collectively, “Defendants”), by and through  
7 their respective counsel of record, that in order to facilitate the exchange of information and documents  
8 which may be subject to confidentiality, the parties hereby enter into this protective order (this “Order”).  
9 This Order shall constitute a protective order pursuant to Fed. R. Civ. P. 26(c) and shall be enforceable as set  
10 forth therein. The Parties stipulate as follows:

11           1.       PURPOSES AND LIMITATIONS

12           Disclosure and discovery activity in this action could potentially involve production of confidential  
13 information not otherwise made public by SB 1421, for which special protection from public disclosure  
14 and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the  
15 parties stipulate and the court hereby issues the following Protective Order regarding production of  
16 confidential records.

17           2.       DEFINITIONS

18           2.1 Party: any party to this action, including all of its officers, directors, employees,  
19 consultants, retained experts, and outside counsel (and their support staff).

20           2.2 Discovery Material: all items or information, regardless of the  
21 medium or manner generated, that are (1) produced by any Party to this action under the discovery rules;  
22 (2) obtained via subpoena; or (3) generated as the result of a deposition. This is to include all items or  
23 information obtained pursuant to Fed. R. Civ. P. 26, 30, 31, 33, 34, 35, 36, and 45.

24           2.3 Receiving Party: a Party that receives Discovery Material

25           2.4 Producing Party: a Party or non-party that produces Discovery Material.

26           2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
27 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in  
28 this action and who is not a part or a current employee of a Party and who, at the time of retention, is not  
anticipated to become an employee of a party.

1                   2.6 Confidential Material: any disclosure of Discovery Material that is designated as  
2 “CONFIDENTIAL” by a Party.

3                   3.     SCOPE

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

8                   4.     DURATION

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

11                  5.     CHALLENGING CONFIDENTIALITY

12                  5.1 Timing of Challenges. Unless a prompt challenge to the confidentiality of a disclosure  
13 is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later  
14 significant disruption or delay of the litigation, a Party does not waive its right to challenge confidentiality  
15 by electing not to mount a challenge promptly after the information is disclosed.

16                  5.2 Meet and Confer. A Party that elects to initiate a challenge must do so in good faith  
17 and must begin the process by conferring with counsel for the Producing Party. In conferring, the  
18 challenging Party must explain the basis for its belief that confidentiality is not proper and must give the  
19 Producing Party an opportunity to review the challenged material, to reconsider the circumstances, and to  
20 explain the basis for confidentiality. A challenging Party may proceed to the next stage of the challenge  
21 process only if it has engaged in this meet and confer process first.

22                  5.3 Judicial Intervention. A Party that elects to press a challenge to confidentiality may  
23 file and serve a motion under Civil Local Rule 230 (and in compliance with Civil Local Rule 141, if  
24 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each  
25 such motion must be accompanied by a competent declaration that affirms that the movant has complied  
26 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with  
27 specificity the justification for challenge. The burden of persuasion in any such challenge proceeding shall  
28 be on the Producing Party. Until the court rules on the challenge, all parties shall continue to afford the  
material in question the level of protection to which it is entitled.

1           6.       ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

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

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

11           7.       UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION

12           If a Receiving party learns that, by inadvertence or otherwise, it has disclosed information covered  
13 by this Protective Order to any person or in any circumstance not authorized under this Protective Order,  
14 the Receiving Party must immediately: (a) notify in writing opposing counsel of the unauthorized  
15 disclosures, (b) use best efforts to retrieve all copies of the information, and (c) inform the person or persons  
16 to whom unauthorized disclosures were made of all the terms of this protective order.

17           8.       FILING CONFIDENTIAL MATERIALS

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

22           9.       FINAL DISPOSITION

23           Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after  
24 the final termination of this action, defined as the dismissal or entry of judgment by the district court, or if  
25 an appeal is filed, the disposition of the appeal, each Receiving party must return all Confidential Materials  
26 covered by this Order to the Producing Party. This includes all copies, abstracts, compilations, summaries  
27 or any other form of reproducing or capturing any information covered by this Order. With permission in  
28 writing from the Producing Party, the Receiving Party may destroy some or all of the information instead  
of returning it. Whether the information is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party by the sixty day deadline that identifies the information that was  
2 returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or other forms of reproducing or capturing any of the information covered by this  
4 Order. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,  
5 motion papers, transcripts, legal memoranda, correspondence or attorney work product.

6 10. MISCELLANEOUS

7 10.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
8 its modification by the Court in the future.

9 10.2 Right to Assert Other Objections. This Protective Order does not limit any right the  
10 Parties have to object to disclosing or producing any information or item on any ground not addressed in  
11 this Stipulated Protective Order. Similarly, this Protective Order does not limit the Parties' right to object  
12 on any ground to use in evidence any of the material covered by this Protective Order.

13 10.3 Documents to be Controlled by Receiving Party. The Receiving party agrees to  
14 control Confidential Material that he/she receives. The Receiving Party agrees not to upload or post any  
15 Confidential Material to any online website and not to disclose any Confidential Material to any news  
16 organization.

17 **IT IS SO STIPULATED.**

18  
19 Dated: 10-5-18

**ANGELO, KILDAY & KILDUFF, LLP**

20 By  /s/ Derick E. Konz  
21 Derick E. Konz  
22 Attorneys for Defendants

23 Dated: 10-5-18

**LAW OFFICE OF FULVIO F. CAJINA**

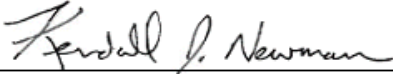
24 By  /s/ Fulvio F. Cajina  
25 Fulvio F. Cajina  
26 Attorney for Plaintiffs

1 **ORDER**

2 Having considered the stipulation of the parties and good cause appearing, the court hereby  
3 APPROVES the parties' foregoing stipulation for protective order.  
4

5 **IT IS SO ORDERED.**

6 Dated: October 11, 2018

7   
8 \_\_\_\_\_  
9 KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE