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16 as personal representative to the Estate of Jesse Adams,

17 and in her individual capacity

18 **UNITED STATES DISTRICT COURT**

19 **EASTERN DISTRICT OF CALIFORNIA**

20 CINDY ADAMS as Personal Representative to ) Case No.: 2:20-cv-01610-TLN-DMC  
the Estate of JESSE ADAMS, and individually, )

21 Plaintiff, )

**PROTECTIVE ORDER**

22 )  
23 vs. )

24 CITY OF REDDING, a governmental entity, )  
and DOES 1 through 10, )

25 Defendants. )  
26 )  
27 )

1           **IT IS HEREBY STIPULATED** by and between Plaintiffs and Defendants, by and through their  
2 respective counsel of record, that in order to facilitate the exchange of information and documents which  
3 are subject to confidentiality limitations based on the law enforcement investigatory privilege and the  
4 Defendants' rights to privacy in their personnel files. This Order shall constitute a protective order  
5 pursuant to Fed. R. Civ. P. 26(c) and shall be enforceable as set forth therein. The Parties stipulate as  
6 follows:

7           1.       PURPOSES AND LIMITATIONS

8           Disclosure and discovery activity in this action could potentially involve production of confidential  
9 law enforcement investigatory information, personnel records, and medical records for which special  
10 protection from public disclosure and from use for any purpose other than prosecuting this litigation would  
11 be warranted. Accordingly, the parties stipulate and the court hereby issues the following Protective Order  
12 regarding production of confidential records.

13           2.       DEFINITIONS

14           2.1 Party: any party to this action, including all of its officers, directors, employees,  
15 consultants, retained experts, and outside counsel (and their support staff).

16           2.2 Discovery Material: all items or information, regardless of the  
17 medium or manner generated, that are (1) produced by any Party to this action under the discovery rules;  
18 (2) obtained via subpoena; or (3) generated as the result of a deposition. This is to include all items or  
19 information obtained pursuant to Fed. R. Civ. P. 26, 30, 31, 33, 34, 35, 36, and 45.

20           2.3 Receiving Party: a Party that receives Discovery Material

21           2.4 Producing Party: a Party or non-party that produces Discovery Material.

22           2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
23 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in  
24 this action and who is not a part or a current employee of a Party and who, at the time of retention, is not  
25 anticipated to become an employee of a party.

26           3.       SCOPE

27           The protections conferred by this Stipulation and Order cover all Discovery Material disclosed  
28 during the course of this litigation. This includes information copied or extracted therefrom, as well as all  
copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by

1 parties or counsel to or in court or in other settings that might reveal disclosed material.

2 4. DURATION

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

5 5. CHALLENGING CONFIDENTIALITY

6 5.1 Timing of Challenges. Unless a prompt challenge to the confidentiality of a disclosure  
7 is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later  
8 significant disruption or delay of the litigation, a Party does not waive its right to challenge confidentiality  
9 by electing not to mount a challenge promptly after the information is disclosed.

10 5.2 Meet and Confer. A Party that elects to initiate a challenge must do so in good faith  
11 and must begin the process by conferring with counsel for the Producing Party. In conferring, the  
12 challenging Party must explain the basis for its belief that confidentiality is not proper and must give the  
13 Producing Party an opportunity to review the challenged material, to reconsider the circumstances, and to  
14 explain the basis for confidentiality. A challenging Party may proceed to the next stage of the challenge  
15 process only if it has engaged in this meet and confer process first.

16 5.3 Judicial Intervention. A Party that elects to press a challenge to confidentiality may  
17 file and serve a motion under Civil Local Rule 230 (and in compliance with Civil Local Rule 141, if  
18 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each  
19 such motion must be accompanied by a competent declaration that affirms that the movant has complied  
20 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with  
21 specificity the justification for challenge. The burden of persuasion in any such challenge proceeding shall  
22 be on the Producing Party. Until the court rules on the challenge, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled.

24 6. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

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

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

5           7.       UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION

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

11           8.       FINAL DISPOSITION

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

24           9.       MISCELLANEOUS

25           9.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
26 its modification by the Court in the future.

27           9.2 Right to Assert Other Objections. This Protective Order does not limit any right the  
28 Parties have to object to disclosing or producing any information or item on any ground not addressed in  
this Stipulated Protective Order. Similarly, this Protective Order does not limit the Parties' right to object

1 on any ground to use in evidence any of the material covered by this Protective Order.

2 9.3 Documents to be Controlled by Receiving Party. The Receiving party agrees to control  
3 Discovery Material that he/she receives. The Receiving Party agrees not to upload or post any Discovery  
4 Material to any online website and not to disclose any Discovery Material to any news organization.

5 **IT IS SO STIPULATED.**

6 Dated: February 26, 2020

**ANGELO, KILDAY & KILDUFF, LLP**

*/s/ Derick E. Konz*

7  
8 By \_\_\_\_\_  
Derick Konz  
9 Attorneys for Defendants

10 Dated: February 26, 2020

**THE SEHAT LAW FIRM, P.L.C.**

*/s/ Cameron Sehat (as authorized on 9/10/20)*

11  
12 By \_\_\_\_\_  
13 Cameron Sehat  
14 Attorney for Plaintiff

15 **ORDER**

16  
17 Having considered the stipulation of the parties and good cause appearing, the court hereby  
18 GRANTS the parties' foregoing stipulation for protective order.

19  
20 **IT IS SO ORDERED.**

21 Dated: September 14, 2020

22 

23 DENNIS M. COTA  
24 UNITED STATES MAGISTRATE JUDGE