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 SACRAMENTO, SACRAMENTO
 7 COUNTY SHERIFF’S DEPARTMENT,
 and DAVID PANTOJA

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 10 **IN THE UNITED STATES DISTRICT COURT**
 11 **IN AND FOR THE EASTERN DISTRICT OF CALIFORNIA**

13 EUGENE WHITE, et al.,
 14 Plaintiffs,
 15 v.
 16 COUNTY OF SACRAMENTO,
 SACRAMENTO COUNTY SHERIFF’S
 17 DEPARTMENT, DAVID PANTOJA, et al.,
 18 Defendants.

No. 2:23-cv-1857 KJM DB
**STIPULATED PROTECTIVE ORDER
 FOR CONFIDENTIAL DOCUMENTS
 PURSUANT TO EASTERN DISTRICT
 CIVIL LOCAL RULE 141.1, AND ORDER**

21 IT IS HEREBY STIPULATED AND AGREED between the parties, by and through their
 22 undersigned counsel of record, that:

23 WHEREAS, to expedite discovery and permit discovery to proceed without the delay
 24 occasioned by possible disputes regarding claims of confidentiality, the parties wish to produce
 25 documents and things subject to the protective provisions set forth below;

26 WHEREAS, per Local Rule 141.1(c)(1) and (2), the parties anticipate that, given the nature
 27 of the claims and defenses in this action, discovery will likely include personnel records, medical
 28 records and other sensitive employment information, the disclosure of which poses a substantial risk

1 of harm to Plaintiff Eugene White’s privacy rights, his spouse Nuria White, Defendant County of
2 Sacramento and Defendant Sacramento County Sheriff’s Department employees’ privacy rights, and
3 Defendant Deputy David Pantoja’s (a Sacramento County Sheriff’s Department employee) privacy
4 rights.

5 WHEREAS, per Local Rule 141.1(c)(3), the parties believe that the Terms and Conditions set
6 forth below should be entered by a court order, as opposed to a private agreement between or among
7 the parties, because the terms herein will pertain solely to the production and use of discovery in this
8 action and will provide the mechanisms by which the parties can expeditiously resolve confidentiality
9 and privilege related disputes;

10 WHEREAS, the parties hereby request that the Court enter a protective order consistent with
11 the terms of this Stipulated Protective Order ("Protective Order");

12 WHEREAS, the parties’ disclosure of information in this action is made in reliance on the
13 provisions of this Protective Order permitting the parties to designate documents, deposition and other
14 testimony, information, and things as “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’
15 EYES ONLY” as defined below, and thereby protect such designated information from unauthorized
16 use or disclosure;

17 NOW, THEREFORE, the parties hereby agree to the Terms and Conditions set forth below:

18 1. PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this action are likely to involve production of confidential,
20 proprietary, or private information for which special protection from public disclosure and from use
21 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
22 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The
23 parties acknowledge that this Order does not confer blanket protections on all disclosures or responses
24 to discovery and that the protection it affords from public disclosure and use extends only to the
25 limited information or items that are entitled to confidential treatment under the applicable legal
26 principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
27 Protective Order does not entitle them to file confidential information under seal; Eastern District
28 Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be

1 applied when a party seeks permission from the court to file material under seal.

2 2. DEFINITIONS

3 2.1 Action: The instant action: *Eugene White v. County of Sacramento, et al.* Case No.
4 2:23-cv-01857-KJM-DB.

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation of information
6 or items under this Order.

7 2.3 CONFIDENTIAL Information or Items: information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
9 Civil Procedure 26(c), and for which public disclosure is likely to result in particularized harm and
10 violate privacy interests recognized by law. This information may include:

11 a. personnel file records of any peace officer;

12 For purposes of this stipulated protective order confidential personnel records of persons
13 employed by Sacramento County and Sacramento County Sheriff's Department, includes but is not
14 limited to, documents concerning, relating or referring to: background investigations, hiring,
15 appointment, termination, job performance and evaluations, awards, commendations, recognition of
16 all professional accomplishments, training, internal affairs investigative files, citizen complaints,
17 charges of misconduct, admonitions, and whether it resulted in discipline or retraining.

18 b. medical records;

19 c. social security numbers and similar sensitive identifying information (unless
20 redacted by order or by agreement of all parties).

21 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
22 extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another
23 Party or Non-Party would create a substantial risk of serious harm (such as harassment and violation
24 of Defendant David Pantoja’s Civil Harassment Restraining Order) that could not be avoided by less
25 restrictive means.

26 2.5 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
27 as their support staff).

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1 2.6 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

4 2.7 Disclosure or Discovery Material: all items or information, regardless of the medium
5 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
6 transcripts, and tangible things), that are produced or generated in disclosures or responses to
7 discovery in this matter.

8 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the
9 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
10 consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this action. House Counsel
12 does not include Outside Counsel of Record or any other outside counsel.

13 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal
14 entity not named as a Party to this action.

15 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action
16 but are retained to represent or advise a party to this action and have appeared in this Action on behalf
17 of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes
18 support staff.

19 2.12 Party: any party to this Action, including all of its officers, directors, employees,
20 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
22 in this action.

23 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,
24 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
25 or retrieving data in any form or medium) and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only Protected Material (as
5 defined above), but also (1) any information copied from Protected Material; (2) all copies, excerpts,
6 summaries, or compilations of Protected Material that reveal the source of the Protected Material or
7 that reveal specific information entitled to confidentiality as a matter of law; and (3) any testimony,
8 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by a separate agreement or order.

10 However, the protections conferred by this Stipulation and Order do not cover the following
11 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
12 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
13 publication not involving a violation of this Order, including becoming part of the public record
14 through trial or otherwise; (b) any information known to the Receiving Party prior to the disclosure
15 or obtained by the Receiving Party after the disclosure from a source who obtained the information
16 lawfully and under no obligation of confidentiality to the Designating Party; and (c) any information
17 where the Designating Party withdraws its CONFIDENTIAL and/or HIGHLY CONFIDENTIAL –
18 ATTORNEYS' EYES ONLY designations.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations imposed by this
21 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
22 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
23 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
24 and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action, including the
25 time limits for filing any motions or applications for extension of time pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
28 Non-Party that designates information or items for protection under this Order must take care to limit

1 any such designation to specific material that qualifies under the appropriate standards. The
2 Designating Party must designate for protection only those parts of material, documents, items, or
3 oral or written communications that qualify – so that other portions of the material, documents, items,
4 or communications for which protection is not warranted are not swept unjustifiably within the ambit
5 of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
7 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
8 encumber or stymie the case development process or to impose unnecessary expenses and burdens
9 on other parties) may expose the Designating Party to sanctions.

10 If it comes to a Designating Party’s attention that information or items that it designated for
11 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
12 that it is withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
14 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
15 Discovery Material that qualifies for protection under this Order must be clearly so designated before
16 the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
19 transcripts of depositions), that the Producing Party affix at a minimum, the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” to each page
21 that contains protected material. If only a portion or portions of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection need not
25 designate them for protection until after the inspecting Party has indicated which documents it would
26 like copied and produced. During the inspection and before the designation, all of the material made
27 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL”, or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected
4 Material. If only a portion or portions of the material on a page qualifies for protection, the Producing
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins).

7 (b) To the extent documents being produced under a “CONFIDENTIAL” or HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend contain personal information pertaining to
9 deputies (such as social security numbers, dates of birth, home addresses, or telephone numbers,
10 drivers’ license numbers, benefits information, or medical information) or the names and similar
11 personal information of the deputies’ family members, such information will be redacted in black
12 before production, even with the Protective Order.

13 For any documents containing third parties’ social security numbers, dates of birth, or drivers’
14 license numbers, such information will also be redacted in black.

15 In the event that Plaintiff believes certain redacted material might have some relevancy
16 warranting disclosure, the parties agree to meet and confer on whether the information should be
17 disclosed (albeit subject to the protective order). If the parties cannot resolve such redaction issues,
18 then they will seek resolution of the matters by the Court.

19 (c) for testimony given in deposition or in other pretrial or trial proceedings, that the
20 Designating Party identify on the record, before the close of the deposition, hearing, or other
21 proceeding, all protected testimony; or after close of the deposition and once in receipt of the
22 deposition transcript, the Designating Party may make designations to the deposition transcript as
23 provided for in section 5.2(a) above and serving a copy of the marked deposition transcript on all
24 parties within 120 days of receipt of the deposition transcript.

25 (d) for information produced in some form other than documentary and for any other tangible
26 items, that the Producing Party affix in a prominent place on the exterior of the container or containers
27 in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information warrants protection,

1 the Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
3 designate qualified information or items does not, standing alone, waive the Designating Party's right
4 to secure protection under this Order for such material. Upon timely correction of a designation, the
5 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
6 the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
10 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
11 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
12 confidentiality designation by electing not to mount a challenge promptly after the original
13 designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
15 by providing written notice of each designation it is challenging and describing the basis for each
16 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
17 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
18 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the
19 process by conferring directly (in voice-to-voice dialogue; other forms of communication are not
20 sufficient) within 14 days of the date of service of notice. However, if the Challenging party has made
21 three or more attempts to schedule a meet and confer via email and/or has left voicemails but is
22 unsuccessful in reaching the other party, the documented efforts shall be sufficient to move on to the
23 next stage of the challenge process; the parties should continue attempts to meet and confer directly
24 while in the next stage of the challenge process if possible.

25 In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
26 designation was not proper and must give the Designating Party an opportunity to review the
27 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
28 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of

1 the challenge process only if it has engaged in this meet and confer process first or establishes that
2 the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
4 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Eastern
5 District Civil Local Rule 251 (and in compliance with Civil Local Rule 141, if applicable) within 21
6 days of the parties agreeing, or one party stating, that the meet and confer process will not resolve
7 their dispute. Each such motion must be accompanied by a competent declaration affirming that the
8 movant has complied with the meet and confer requirements imposed in the preceding paragraph or
9 their efforts to comply with the meet and confer requirements. Failure by the Designating Party to
10 make such a motion, including the required declaration, within 21 days shall automatically waive the
11 confidentiality designation for each challenged designation.

12 In addition, the Challenging Party may file a motion challenging a confidentiality designation
13 at any time if there is good cause for doing so, including a challenge to the designation of a deposition
14 transcript or any portions thereof. Any motion brought pursuant to this provision must be
15 accompanied by a competent declaration affirming that the movant has complied with the meet and
16 confer requirements (or their efforts to comply) imposed by the preceding paragraph, 6.2.

17 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
18 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
19 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
20 Designating Party has waived the confidentiality designation by failing to file a motion to retain
21 confidentiality as described above, all parties shall continue to afford the material in question the level
22 of protection to which it is entitled under the Producing Party's designation until the court rules on
23 the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
28 categories of persons and under the conditions described in this Order. When the litigation has been

1 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and in a
4 secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
6 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
9 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
10 this litigation (counsel and law firms appearing in this action are deemed to have agreed to be bound
11 by this Protective Order);

12 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party
13 to whom disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
16 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
17 (**Exhibit A**);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
20 Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed
21 the “Acknowledgement and Agreement to Be Bound” (**Exhibit A**);

22 (f) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom
23 disclosure is reasonably necessary provided: (1) the witness signs the “Acknowledgment and
24 Agreement to Be Bound” (**Exhibit A**); and (2) they will not be permitted to keep any confidential
25 information, or unless otherwise agreed by the Designating Party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be
27 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
28 this Protective Order or as agreed by the Designating Party; and

1 (g) the author or recipient of a document containing the information or a custodian or other
2 person who otherwise possessed or knew the information.

3 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon
4 by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
6 Information or Items. Records designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY may not be disclosed to Plaintiff EUGENE WHITE or the individually named law
8 enforcement officers. Unless otherwise ordered by the court or permitted in writing by the
9 Designating Party, a Receiving Party’s counsel may disclose any information or item designated
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of
12 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
13 this Action;

14 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
15 necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound”
16 (**Exhibit A**);

17 (c) the court and its personnel;

18 (d) private court reporters and their staff to whom disclosure is reasonably necessary for this
19 Action and who have signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

20 (e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom
21 disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (**Exhibit A**);

23 (f) the author or recipient of a document containing the information or a custodian or other
24 person who otherwise possessed or knew the information; and

25 (g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon
26 by any of the parties engaged in settlement discussions.

27 7.4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY” Information Produced pursuant to this Protective Order may not be delivered, exhibited,

1 emailed, texted or otherwise disclosed to any reporter, writer or employee of any trade publication,
2 newspaper, magazine or other media organization, including but not limited to radio, television, social
3 and electronic media sites such as X (formerly Twitter), Instagram, Facebook, LinkedIn, Snapchat,
4 WhatsApp, Reddit, Google, TikTok, or any other form of social media or internet blog.

5 7.5. No information shall lose its “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” status because it was inadvertently or unintentionally disclosed to a
7 person not authorized to receive it under this Protective Order. In addition, any information that is
8 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
9 and produced by the parties does not lose its confidential or highly confidential status due to any
10 inadvertent or unintentional disclosure.

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
12 LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation that compels
14 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
17 of the subpoena or court order unless prohibited by law;

18 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other
19 litigation that some or all of the material covered by the subpoena or order is subject to this Protective
20 Order. Such notification shall include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
22 Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with the subpoena
24 or court order shall not produce any information designated in this action as “CONFIDENTIAL” or
25 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by the court
26 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s
27 permission, or unless otherwise required by the law or court order. The Designating Party shall bear
28 the burden and expense of seeking protection in that court of its confidential material and nothing in

1 these provisions should be construed as authorizing or encouraging a Receiving Party in this Action
2 to disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
4 LITIGATION

5 (a) The terms of this Order are applicable to information produced by a Non-Party in this
6 Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS'
7 EYES ONLY." Such information produced by Non-Parties in connection with this litigation is
8 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's
11 confidential information in its possession, and the Party is subject to an agreement with the Non-Party
12 not to produce the Non-Party's confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
14 all of the information requested is subject to a confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
16 in this litigation, the relevant discovery request(s), and a reasonably specific description of the
17 information requested; and

18 (3) make the information requested available for inspection by the Non-Party, if
19 requested.

20 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days
21 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
22 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a
23 protective order, the Receiving Party shall not produce any information in its possession or control
24 that is subject to the confidentiality agreement with the Non-Party before a determination by the court.
25 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
26 protection in this court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
2 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
3 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
4 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
5 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
6 Bound” that is attached hereto as **Exhibit A**.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
8 MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
10 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
11 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
12 modify whatever procedure may be established in an e-discovery order that provides for production
13 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
14 parties reach an agreement on the effect of disclosure of a communication or information covered by
15 the attorney-client privilege or work product protection, the parties may incorporate their agreement
16 in the stipulated protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
19 its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
21 no Party waives any right it otherwise would have to object to disclosing or producing any information
22 or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to
23 object on any ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating Party or a
25 court order secured after appropriate notice to all interested persons, a Party may not file in the public
26 record in this action any Protected Material. A Party that seeks to file under seal any Protected
27 Material must comply with Eastern District Civil Local Rule 141. Protected Material may only be
28 filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at

1 issue. Pursuant to Eastern District Civil Local Rule 141, a sealing order will issue only upon a request
2 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
3 entitled to protection under the law. If a Receiving Party's request to file Protected Material under
4 seal pursuant to Eastern District Civil Local Rule 141(b) is denied by the court, then the Receiving
5 Party may file the information in the public record pursuant to Eastern District Civil Local Rule
6 141(e)(1) unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
9 Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision,
10 "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format
11 reproducing or capturing any of the Protected Material. When the Protected Material is returned, the
12 Receiving Party must submit a written certification to the Producing Party (and, if not the same person
13 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where
14 appropriate) all the Protected Material that was returned and (2) affirms that the Receiving Party has
15 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material.

17 IT IS SO STIPULATED, BY ALL PARTIES, THROUGH THEIR COUNSEL OF RECORD.
18

19 DATED: November 3, 2023.

RIVERA HEWITT PAUL LLP

20
21 */s/Kristlenne C. Vicuna*

22 _____
23 JONATHAN B. PAUL
24 KRISTLENNE C. VICUNA
25 Attorneys for Defendants County of
26 Sacramento, Sacramento County Sheriff's
27 Department, and David Pantoja
28

1 DATED: November 3, 2023.

SEVERO, PLC

2 /s/ Grenville Pridham (authorized on 11-3-2023)

3 RAOUL J. SEVERO, Esq.

4 GRENVILLE PRIDHAM, Esq.

Attorneys for Plaintiff Eugene White

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

_____ [print or type full address], declare under penalty

of perjury that I have read in its entirety, and understand the Protective Order that was issued by the
United States District Court for the Eastern District of California on _____,

2023 in the case of *Eugene White v. County of Sacramento, et al.* Case No. 2:23-cv-01857-KJM-DB.

I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt and/or civil damages.

I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint

_____ [print or type full name] of

_____ [print or type full address and telephone number] as

my California agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

[SIGNATURE PAGE TO FOLLOW]

1 Printed name: _____

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3 Signature: _____

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1 **ORDER**

2 Pursuant to the parties' stipulation, IT IS SO ORDERED.

3 IT IS FURTHER ORDERED THAT:

4 1. Requests to seal documents shall be made by motion before the same judge who will decide
5 the matter related to that request to seal.

6 2. The designation of documents (including transcripts of testimony) as confidential pursuant
7 to this order does not automatically entitle the parties to file such a document with the court under
8 seal. Parties are advised that any request to seal documents in this district is governed by Local Rule
9 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the
10 court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is
11 not enough under the local rules. In particular, Local Rule 141(b) requires that "[t]he 'Request to
12 Seal Documents' shall set forth the statutory or other authority for sealing, the requested duration, the
13 identity, by name or category, of persons to be permitted access to the document, and all relevant
14 information." L.R. 141(b).

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

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

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

27 ////

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

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

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

8 DATED: November 9, 2023

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

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