

1 Kathleen Maylin (State Bar No. 155371)  
 JACKSON LEWIS LLP  
 2 199 Fremont Street, 10th Floor  
 San Francisco, California 94105  
 3 Telephone: (415) 394-9400  
 Facsimile: (415) 394-9401  
 4 E-mail: maylink@jacksonlewis.com

5 Attorneys for Defendants  
 CITY OF EMERYVILLE and  
 6 EDMUND SUEN

7 Pamela Y. Price (State Bar No. 107713)  
 Eun Grace Chung (State Bar No. 259766)  
 8 PRICE AND ASSOCIATES  
 A Professional Law Corporation  
 9 1611 Telegraph Avenue, Suite 1450  
 Oakland, California 94612  
 10 Telephone: (510) 452-0292  
 Facsimile: (510) 452-5625  
 11 E-mail: pypesq@aol.com  
 E-mail: gchung@pypesq.com  
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13 Attorneys for Plaintiff  
 CRAIG CHANDLER

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

17 CRAIG CHANDLER,

18 Plaintiff,

19 v.

20 CITY OF EMERYVILLE, EDMUND SUEN IN  
 HIS INDIVIDUAL CAPACITY, AND DOES 1  
 21 THROUGH 15, INCLUSIVE,

22 Defendants.

Case No. C08-4010 EMC

**JOINT STIPULATION REGARDING  
 PRODUCTION OF DEPOSITION  
 TRANSCRIPT AND [~~PROPOSED~~]  
 ORDER**

Complaint Filed: 08/21/08

Amended Complaint Filed: 09/26/08

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 24 Plaintiff CRAIG CHANDLER (“Plaintiff”) and Defendant CITY OF EMERYVILLE  
 25 (“Defendant”) enter into the following Joint Stipulation Regarding the Production of Deposition  
 26 Transcript as follows:

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 28 WHEREAS, in 2008, former City of Emeryville employee Reza Bonabi had his

1 deposition taken in workers' compensation proceedings unrelated to this action. At one point  
2 during Plaintiff's employment, Mr. Bonabi, as Information Systems Manager with the City,  
3 supervised Plaintiff;

4 WHEREAS, Plaintiff believes that he is entitled to review Mr. Bonabi's workers'  
5 compensation deposition transcripts in the course of discovery in this action;

6 WHEREAS, Defendants believe that they are unable to produce Mr. Bonabi's deposition  
7 testimony without a Court order as its production would be a violation of Mr. Bonabi's personnel  
8 privacy rights;

9 WHEREAS, if the transcript is ordered to be produced, Plaintiff agrees to limit further  
10 disclosure per the terms of the Stipulated Protective Order;

11 THEREFORE, in light of the foregoing, the parties hereby stipulate as follows:

12 1. Defendant agrees that, if this Court orders the production of Mr. Bonabi's  
13 workers' compensation transcript, they will produce said transcripts to Plaintiff within five (5)  
14 business days pursuant to the Stipulated Protective Order to be executed by the parties. Attached  
15 hereto as Exhibit A is a true and correct copy of the proposed Stipulated Protective Order and  
16 [Proposed] Order.

17 IT IS SO STIPULATED.

18 Dated: July 14, 2009

JACKSON LEWIS LLP

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20 By:                   /s/ Kathleen Maylin                    
Kathleen Maylin  
Attorneys for Defendants  
CITY OF EMERYVILLE and  
EDMUND SUEN

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24 Dated: July 14, 2009

PRICE AND ASSOCIATES

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26 By:                   /s/ Pamela Price                    
Pamela Y. Price  
Eun Grace Chung  
Attorneys for Plaintiff  
CRAIG CHANDLER

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~~PROPOSED~~ ORDER

Having reviewed the Stipulation of the parties, and good cause appearing, the Court orders as follows:

1. Defendant shall produce Mr. Bonabi's workers' compensation transcript pursuant to the Stipulated Protective Order to be executed by the parties.

IT IS SO ORDERED.

Dated: July 17, 2009

