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10 Attorneys for Defendant
 11 COUNTY OF NAPA DEPUTY SHERIFF JOHN HALLMAN

12 IN THE UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 LUZ HERNANDEZ,

15 Plaintiff,

16 v.

17 CITY OF NAPA, a municipal corporation;
 18 RICHARD MELTON, in his capacity as
 19 Chief of Police for the CITY OF NAPA;
 20 OFFICER GARTH BENDER, individually
 21 and in his capacity as a police officer for the
 22 CITY OF NAPA; OFFICER RYAN COLE,
 23 individually and in his capacity as a police
 24 officer for the CITY OF NAPA; OFFICER
 25 RYAN HIBBS, individually and in his
 26 capacity as a police officer for the CITY OF
 27 NAPA; DONALD GREEN, individually and
 28 acting as a co-conspirator in conjunction with
 Defendant Police Officers for the CITY OF
 NAPA; JOHN HALLMAN, individually and
 in his capacity as a Deputy Sheriff for the
 COUNTY OF NAPA; and DOES 1-30,

Defendants.

Case No: C 09-02782 EDL

**STIPULATION AND ORDER TO
 PROTECT CONFIDENTIAL
 INFORMATION**

STIPULATION

The parties, by and through their undersigned counsel of record, and subject to the approval of the court, stipulate to the following Protective Order as set forth below:

1. In connection with any discovery proceedings in this action, the parties may agree or the Court may direct that any document, thing, material, testimony or other information derived therefrom, be designated as “Confidential” under the terms of this Stipulated Protective Order

1 (“Order”). Confidential information is information which has not been made public and is privileged
2 and confidential and protected from public disclosure under applicable Federal or California State law.

3 2. Confidential documents shall be so designated by stamping copies of the document
4 produced to a party with the legend “CONFIDENTIAL.” Stamping the legend “CONFIDENTIAL” on
5 the cover of any multi-page document shall designate all pages of the document as confidential, unless
6 otherwise indicated by the producing party.

7 3. Material designated as confidential under this Order, the information contained therein,
8 and any summaries, copies, abstracts, or documents derived in whole or in part from material
9 designated as confidential (“confidential material”) shall be used only for the purpose of the
10 prosecution, defense, or settlement of this action and for no other purpose.

11 4. Confidential material produced pursuant to this Order may be disclosed or made
12 available only to the Court, to counsel for a party (including the paralegal, clerical, and secretarial staff
13 employed by such counsel) and to the “qualified persons” designated below:

- 14 a. Experts or consultants (together with their clerical staff) retained by such
15 counsel to assist in the prosecution, defense or settlement of this action;
16 b. Court reporters employed in this action; and
17 c. A witness at any deposition or proceedings in this action.
18 d. Any other person as to whom the parties in writing agree.

19 Prior to receiving any confidential material, each “qualified person” shall be provided with a
20 copy of this Order and shall execute a non-disclosure agreement in the form of Attachment A, a copy
21 of which shall be maintained by the counsel who is providing the materials.

22 5. The portion of any deposition in which confidential materials are discussed shall be
23 taken only in the presence of qualified persons, as defined above.

24 6. Nothing herein shall impose any restrictions on the use or disclosure by a party of
25 material obtained by such party independent of discovery in this action, whether or not such material is
26 also obtained through discovery in this action, or from disclosing its own confidential material as it
27 deems appropriate.

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1 7. Receipt by any party of any confidential information does not constitute, nor is it to be
2 construed to be, a waiver of any privilege or evidentiary objection, State or Federal.

3 8. If confidential material, including any portion of a deposition transcript designated as
4 confidential is included in any papers to be filed in Court, such papers shall be labeled “confidential-
5 subject to court order” and filed under seal until further order of this court. Each envelope containing
6 confidential material shall be endorsed with the title and case number of this action, and indication of
7 the nature of said sealed envelope, a legend “confidential-designated by counsel,” and a statement
8 substantially in the following form: “This envelope contains documents which are filed in this case is
9 not to be opened, nor the contents thereof to be displayed or revealed except by order of the court.”
10 Except, however, that any papers served on counsel for the parties need not include separate sealed
11 envelopes for confidential materials.

12 9. This Order shall be without prejudice to the right of the parties 1) to bring before the
13 court at any time the question of whether any particular document or information is confidential or
14 whether its use shall be restricted; or 2) to present a motion to the Court under Federal Rule of Civil
15 Procedure 26(c) for a separate protective order as to any particular document or information, including
16 restrictions different from those as specified herein. This Order shall not be deemed to prejudice the
17 parties in any way in any future application for modification of this Order.

18 10. Nothing in this Order nor the production of any information or document under the
19 terms of this Order nor any proceedings pursuant to this Order, shall be deemed to have the affect of an
20 admission or waiver of objections or privileges by either party or of altering the confidentiality or non-
21 confidentiality of any such document or information or altering any existing right or obligation of any
22 party or the absence thereof.

23 11. This Order shall survive the final termination of this action, to the extent that the
24 information contained in confidential material is not or does not become known to the public and the
25 Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed
26 hereunder. Within ninety (90) days of the dismissal or entry of final judgment in this action,
27 whichever occurs first, each party shall return to the producing party all confidential materials and any
28 and all copies thereof.

1 12. The parties further acknowledge that this Stipulated Protective Order creates no
2 entitlement to file confidential information under seal or to file documents redacted of confidential
3 information other than that defined in the applicable Local Rules. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested persons, a Party
5 may not file in the public record in this action any Protected Material. A Party that seeks to file under
6 seal any Protected Material must comply with all Local Rules, or, in the alternative, seek to redact the
7 confidential portions of the document to be filed.

8 **IT IS SO STIPULATED.**

9
10 Dated: July 16, 2010

LAW OFFICES OF TIM A. PORI

11
12 By: _____ /s/ Tim A. Pori
13 Tim A. Pori
14 Attorney for Plaintiff
 LUZ HERNANDEZ

15 Dated: July 16, 2010

BERTRAND, FOX & ELLIOT

16
17 By: _____ /s/ Gregory M. Fox
18 Gregory M. Fox
19 Attorney for Defendants
 CITY OF NAPA, POLICE CHIEF RICHARD
20 MELTON and OFFICER GARTH BENDER

21 Dated: July 16, 2010

MEYERS, NAVE, RIBACK, SILVER & WILSON

22
23 By: _____ /s/ Kevin E. Gilbert
24 Kevin E. Gilbert
25 Attorney for Defendant
 COUNTY OF NAPA DEPUTY
 SHERIFF JOHN HALLMAN

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ORDER

Good cause appearing, the Court hereby adopts the above-stipulation of the parties as an order of this Court.

IT IS SO ORDERED.

Dated: July 26, 2010


UNITED STATES MAGISTRATE JUDGE
ELIZABETH D. LAPORTE

Stip and Order to Protect Confidential Information.doc

ATTACHMENT A

NON-DISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Luz Hernandez v. City of Napa, et al.*, United States District Court for the Northern District of California, Civil Action No. C 09-02782 EDL, and hereby agree to comply with and be bound by the terms and conditions of said Order, unless and until modified by further Order of this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing this Order.

Dated: _____