

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JACQUELINE RIZK AND SAMIR GONSALVES,

Plaintiffs,

-against-

**STIPULATION AND  
ORDER OF  
CONFIDENTIALITY**

14-CV-6434 (RRM)(MDG)

CITY OF NEW YORK, NEW YORK CITY POLICE  
DEPARTMENT, POLICE OFFICER FIRADAUS MEHIRDEL,  
TAX REG # 950309, POLICE OFFICER DANNY LEE, TAX  
REG # 950736, SERGEANT JOEL ROSENTHAL, TAX REG #  
946197, LIEUTENANT GEORGE HOWLEY, TAX REG #  
904177 and POLICE OFFICER JOHN DOES 1-10.

Defendants.  
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**WHEREAS**, the parties intend to produce certain documents pursuant to Rule 26 of the Federal Rules of Civil Procedure that they deem to be confidential, privileged, or otherwise inappropriate for public disclosure; and

**WHEREAS**, the parties will only produce these documents if appropriate protection for their confidentiality is assured; and

**WHEREAS**, good cause exists for the entry of an order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among the attorneys for plaintiffs and defendants, as follows:

1. As used herein, "Action" shall mean the pending action between plaintiffs and defendants captioned Jacqueline Rizk, et al. v. City of New York, et al., 14-CV-6434 (RRM)(MDG).

2. "Confidential Materials" shall mean:

a. Plaintiffs' employment records, criminal arrest history ("RAP Sheet"), medical records, and residential addresses; and

b. New York City Police Department ("NYPD") personnel and disciplinary-related records and information, and records of investigations regarding the conduct of Members of the Service of NYPD conducted by NYPD, the Civilian Complaint Review Board, or other agencies; and

c. Other documents and information that may in good faith, during the pendency of this litigation, be designated "Confidential Material" by the parties, except that such documents and information shall not be designated "Confidential Materials" to the extent, and only to the extent, that they are obtained by a party pursuant to the New York Freedom of Information Law ("FOIL") or are otherwise publicly available.

3. By disclosing material in this Action, the parties do not waive any privileges or protections accorded any such materials in this litigation or in any other federal or state proceeding.

4. The parties shall not use Confidential Materials produced in discovery in this Action for any purpose other than the evaluation, preparation, presentation or settlement of claims or defenses in the Action.

5. The parties shall not disclose the Confidential Materials to any person other than a party, an attorney of record for a party, or any member of the staff of that attorney's office, except under the following conditions:

a. Disclosure may be made for the purpose of preparing or presenting a party's claims or defenses in the Action.

b. Disclosure may also be made to an expert or consultant who has been retained or specially employed by a party's attorneys in anticipation of litigation or preparation for trial of the Action, to a witness at a deposition or in preparation for testimony at a deposition or trial, or to the Court.

c. Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court or to a witness at a deposition), counsel shall provide each such person with a copy of this Stipulation and Order of Confidentiality, and such person shall consent in writing, in the form annexed hereto as Exhibit A, not to use the Confidential Materials for any purpose other than in connection with the prosecution, defense, or settlement of the Action and not to make further disclosure of the Confidential Materials, except in testimony taken in the Action. The subject party's attorney shall retain the signed consent and furnish a copy to the opposing party's attorney upon request at a deposition or immediately before trial, although the name of an expert that the party does not intend to call as a trial witness may be redacted from such a consent before it is produced.

5. In order to designate documents or other material as "Confidential" within the meaning of this Protective order, a party may affix the legend "Confidential" to the documents or material in a manner so as not to interfere with the legibility thereof, and/or may designate such documents by title, Bates number or other method reasonably calculated to give the parties notice of the confidentiality designation, in a writing directed to a party's attorneys. The parties may designate as "Confidential" any documents or material pursuant to this Order within a reasonable time after production of such documents or material.

6. A party may designate deposition exhibits or portions of deposition transcripts as Confidential either by:

a. Indicating on the record during the deposition that a question relates to Confidential Materials and mark it as “Confidential Information Governed by Protective Order,” in which event the reporter may bind the transcript of the designated testimony in a separate volume if requested by defendants’ counsel, or

b. Notifying the reporter and all counsel of record, in writing, within 45 days after receiving the transcript of the deposition from the court reporter or plaintiff or plaintiff’s Counsel (during which time the entire deposition shall be deemed confidential), of the specific pages and lines of the transcript that are to be designated “Confidential,” in which event all counsel receiving the transcript will be responsible for marking the copies of the designated transcript in their possession or under their control as directed by the party’s counsel.

7. If a party objects to the designation of any Confidential Materials as confidential, that party’s counsel shall state such objection in writing to counsel for the opposing party, and counsel shall in good faith attempt to resolve such conflict. If the conflict cannot be resolved among counsel, the objecting attorney shall, within 45 days of the initial objection, request that the Court remove the designation. Any such materials or information shall be treated as Confidential until the parties resolve the conflict or the Court issues its ruling regarding the conflict.

8. A party seeking to file papers with the Court that incorporate Confidential Materials, or reveals the contents thereof, shall first confer in good faith with the opposing party

as to an agreed upon method (subject to the Court's approval) to protect such confidential information. If the parties are unable to agree on a method to protect such confidential information, the party seeking to file the confidential information shall make an application to the Court for permission to file under seal the specific portions of those papers disclosing Confidential Materials and shall indicate whether any other party objects to that request. No materials shall be filed under seal unless the Court has issued an order approving the filing, in which event the filing shall follow the District Court rules applicable to filing under seal.

9. Within 30 days after the termination of the case, including any appeals, the Confidential Materials, including all copies, notes, and other materials containing or referring to information derived therefrom, shall be returned to the producing party's attorney or, upon their consent, destroyed and all persons who possessed such materials shall verify their return or destruction by affidavit furnished to the producing party's attorney.

10. Nothing in this Stipulation shall be construed to limit any parties' use of their own Confidential Materials in any manner.

11. The admissibility of materials disclosed in this Action shall be determined by the Court at any proceeding or trial in this Action where such discovery materials are proffered or submitted.

12. Defense counsel shall keep confidential for "Attorneys Eyes Only" the address, telephone number, social security number, date of birth, and other personal information regarding witnesses identified by the production of documents or otherwise identified in the course of this Action. Such information shall be used by defense counsel only, or such counsel's agents, solely for the purpose of communication with witnesses or the service of subpoenas, and

shall not be disclosed to the individually named defendants, their family members, or other persons, and such information shall not be included in publicly filed documents with the Court.

13. This Stipulation shall be binding upon the parties immediately upon signature and shall be submitted to the Court for entry as an Order.

14. This Stipulation will survive the termination of the litigation and will continue to be binding upon all persons to whom Confidential Materials are produced or disclosed. All documents or information that have been deemed confidential pursuant to this order, including all copies and non-conforming copies thereof, shall remain confidential for all time. Once the Action has been resolved, including all appeals, the Confidential Materials, including all copies and non-conforming copies thereof, shall not be used by plaintiff, or anyone receiving confidential documents pursuant to paragraph 4 herein, for any purpose without prior approval from defendants' Counsel.

15. The Court will retain jurisdiction over all persons subject to this Stipulation to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof. Additionally, the Court reserves the right, in its sole discretion, to modify this Stipulation and Order of Confidentiality at any time.


**IT IS FURTHER STIPULATED AND AGREED** that this Stipulation consists of eight (8) pages. A facsimile and/or photocopy of this Stipulation is as valid as if it were an original. This Stipulation may be executed in counterparts. Any party may file this Stipulation with the Court without further notice.

Dated: July 14, 2015  
New York, New York


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By:

  
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By:

  
Qiana Smith-Williams  
*Senior Counsel*

SO ORDERED:

\_\_\_\_\_  
**HON. MARILYN D. GO**  
**UNITED STATES MAGISTRATE JUDGE**

Dated: \_\_\_\_\_, 2015

EXHIBIT A

The undersigned hereby acknowledges that (s)he has read the Stipulation and Order of Confidentiality entered in the United States District Court for the Eastern District of New York dated \_\_\_\_\_, 2015, in the action entitled Jacqueline Rizk, et al. v. City of New York, et al., 14-CV-6434 (RRM)(MDG), and understands the terms thereof. The undersigned agrees not to use the Confidential Materials defined therein for any purpose other than in connection with the prosecution of this case, and will not further disclose the Confidential Materials except in testimony taken in this case.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Occupation