

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

X

CARLEAN LEWIS,

Plaintiff,

vs.

THE CITY OF NEW YORK,

**STIPULATION AND  
PROTECTIVE ORDER**

21 Civ. 07528 (VSB)

Defendant.

X

**WHEREAS**, the parties have sought certain documents and information in discovery in this action, which they deem to be confidential (“Confidential Material”); and

**WHEREAS**, the parties object to the production of those documents and information unless appropriate protection for their confidentiality is assured;

**IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AND  
ORDERED THAT:**

1. As used herein the term “Confidential Materials” shall be defined as all documents or information concerning current or former employees of defendant The City of New York’s Department of Housing Preservation and Development (“HPD”), other than plaintiff, including but not limited to personnel files, disciplinary records, time and attendance records, medical information, investigations, Office of Equal Employment Opportunity files, and any other documents containing personal information or plaintiff’s medical records which are unrelated to the claimed disability which provides the basis of her Complaint in this matter or unrelated to her ability to perform the job functions at issue in the Complaint.

2. Neither party nor their attorneys shall use Confidential Materials for any purpose other than for the preparation or presentation of their case in this action and/or any appeal thereof.

3. Neither party nor their attorneys shall disclose the Confidential Materials to any person except under the following conditions:

(a) Disclosure may be made only if necessary to the preparation or presentation of the parties' case in this action.

(b) Disclosure before trial may be made only to an expert who has been retained or specially employed in anticipation of litigation or preparation for this action, to a witness at deposition, or to the Court.

(c) Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court), the disclosing party shall provide each such person with a copy of this Stipulation and Protective Order, 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 of this case and not to further disclose the Confidential Materials except in testimony taken in this case. The signed consent shall be retained by the receiving party and a copy shall be furnished to the disclosing party attorneys upon their request.

4. Deposition testimony concerning any Confidential Materials that reveals the contents of such materials shall be deemed confidential, and the transcript of such testimony, together with any exhibits which contain Confidential Materials referred to therein, shall be separately bound, with a cover page prominently marked "CONFIDENTIAL." Such portion of the

transcript shall be deemed to be Confidential Materials within the meaning of this Stipulation and Protective Order.

5. If any paper which incorporates Confidential Materials or reveals the contents thereof is filed in this Court, the parties hereto may apply to the Court to seal those portions of the papers. Upon obtaining leave of the Court to file documents under seal, the Confidential Materials will be filed in accordance with the Court's procedures for E-filing sealed documents in civil cases.

6. However, where the confidential information contained in a document is not material to issues addressed in Court submissions and the parties agree that the redaction of personal, confidential and/or identifying information would be sufficient to protect the interests of parties or non-parties, the parties may file redacted documents without further order of the Court.

7. Within thirty (30) days after the termination of this case, including any appeals, the Confidential Materials, including all copies, notes, and other materials containing or referring to information derived therefrom not constituting privileged material and/or attorney work product, shall be destroyed by the receiving party.

8. Nothing in this Stipulation and Protective Order shall be construed to limit the parties' use of the Confidential Materials in any manner; nor shall it be construed to limit the parties' right to make redactions consistent with the Federal Rules of Civil Procedure.

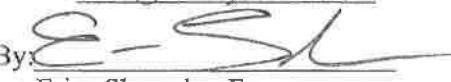
9. Nothing in this Stipulation and Protective Order shall be construed to preclude any party from seeking, either by Stipulation or by Order of the Court, the protection of this Order for other materials reasonably deemed to be "Confidential Materials."

[Remainder of Page Intentionally Left Blank]

10. A facsimile or electronic signature on this Stipulation and Protective Order shall have the same effect as an original signature.

Dated: New York, New York  
September 13, 2022

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By:   
Nicholas Schaefer  
Assistant Corporation Counsel

**SO ORDERED:**

Dated: September 15, 2022  
New York, New York

  
Hon. Vernon S. Broderick

**EXHIBIT A**

The undersigned hereby acknowledges that he/she has read the Stipulation and Protective Order entered in the United States District Court for the Southern District of New York, on \_\_\_\_\_, 2022 in the action entitled *Carlean Lewis v. City of New York*, 21 Civ. 07528 (VSB), or has been advised of its provisions or contents, 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.

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Date

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Signature

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Print Name

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Occupation