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6 Attorneys for Defendant
7 THE CITY OF FORT BRAGG

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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA-OAKLAND DIVISION
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12 SIERRA NORTHERN RAILWAY, a)
California corporation, and MENDOCINO)
13 RAILWAY, A California corporation,)
14 vs.)
15 THE CITY OF FORT BRAGG, and DOES)
1 THROUGH 25 inclusive)
16 Defendants.)

Case No. 4:24-cv-04810JST

**DEFENDANT THE CITY OF FORT
BRAGG’S OBJECTIONS TO
PLAINTIFF’S [PROPOSED]
STIPULATION AND PROTECTIVE
ORDER**

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21 Defendant the City of Fort Bragg (“Defendant”) objects to Plaintiffs SIERRA
22 NORTHERN RAILWAY and MENDOCINO RAILWAY’s [Proposed] Stipulation and
23 Protective Order (“PO”) which is attached hereto as **Exhibit A**. The PO was not signed by
24 Defendant’s counsels. Plaintiffs’ counsel filed the PO knowing Defendant does not agree to all
25 the terms and conditions set forth in the PO. Defendant’s counsel, Bessy Shi stated in her email
26 to Plaintiffs’ counsel on June 12, 2026 that Defendant requested Plaintiffs to incorporate the
27 additional changes proposed by Defendant’s private counsel, which is attached hereto as **Exhibit**
28 **B**. Since Plaintiffs’ counsel declined to accept the proposed changes, the parties did not reach an

1 agreement on the PO. As such, Defendant respectfully requests the Court not to sign the PO filed
2 by Plaintiffs' counsel on June 22, 2026.

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Date: June 23, 2026

GALLAGHER, HUIE & BLUM LLP

By:



Fred Blum
Bessy Shi
Attorneys for Defendant
THE CITY OF FORT BRAGG

EXHIBIT A

1 DAVID A. DIEPENBROCK (SBN 215679)
ANNA R. MARCROFT (SBN 343257)
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7 Attorneys for Plaintiffs,
8 SIERRA NORTHERN RAILWAY and
MENDOCINO RAILWAY
9

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

12
13 SIERRA NORTHERN RAILWAY, a
California corporation, and MENDOCINO
14 RAILWAY, a California corporation,

15 Plaintiffs,

16 vs.

17 CITY OF FORT BRAGG, and DOES 1
18 through 25, inclusive,

19 Defendants.
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Case No.: 4:24-cv-04810-JST

**[PROPOSED] STIPULATION AND
PROTECTIVE ORDER**

Judge: Honorable Jon S. Tigar

Complaint Filed: August 7, 2024

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law corporation

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law corporation

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
6 The parties acknowledge that this Order does not confer blanket protections on all disclosures or
7 responses to discovery and that the protection it affords from public disclosure and use extends only
8 to the limited information or items that are entitled to confidential treatment under the applicable
9 legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this
10 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil
11 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied
12 when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1. Challenging Party: a Party or Non-Party that challenges the designation of information
15 or items under this Order.

16 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
20 as their support staff).

21 2.4. Designating Party: a Party or Non-Party that designates information or items that it
22 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium
24 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
25 transcripts, and tangible things), that are produced or generated in disclosures or responses to
26 discovery in this matter.

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1 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7. House Counsel: attorneys who are employees of a party to this action. House Counsel
5 does not include Outside Counsel of Record or any other outside counsel

6 2.8. Non-Party: any natural person, partnership, corporation, association, or other legal
7 entity not named as a Party to this action.

8 2.9. Outside Counsel of Record: attorneys who are not employees of a party to this action
9 but are retained to represent or advise a party to this action and have appeared in this action on behalf
10 of that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.10. Party: any party to this action, including all of its officers, directors, employees,
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13 2.11. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
14 in this action.

15 2.12. Professional Vendors: persons or entities that provide litigation support services (e.g.,
16 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
17 or retrieving data in any form or medium) and their employees and subcontractors.

18 2.13. Protected Material: any Disclosure or Discovery Material that is designated as
19 “CONFIDENTIAL.”

20 2.14. Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only Protected Material (as
24 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
25 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
27 However, the protections conferred by this Stipulation and Order do not cover the following
28 information: (a) any information that is in the public domain at the time of disclosure to a Receiving

1 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
 2 publication not involving a violation of this Order, including becoming part of the public record
 3 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
 4 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
 5 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
 6 Protected Material at trial shall be governed by a separate agreement or order.

7 4. DURATION

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

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or
 16 Non-Party that designates information or items for protection under this Order must take care to limit
 17 any such designation to specific material that qualifies under the appropriate standards. The
 18 Designating Party must designate for protection only those parts of material, documents, items, or
 19 oral or written communications that qualify – so that other portions of the material, documents, items,
 20 or communications for which protection is not warranted are not swept unjustifiably within the ambit
 21 of this Order.

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

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

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1 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see,
2 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
3 Discovery Material that qualifies for protection under this Order must be clearly so designated before
4 the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
7 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
8 legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions
9 of the material on a page qualifies for protection, the Producing Party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party
11 that makes original documents or materials available for inspection need not designate them for
12 protection until after the inspecting Party has indicated which material it would like copied and
13 produced. During the inspection and before the designation, all of the material made available for
14 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which documents, or
16 portions thereof, qualify for protection under this Order. Then, before producing the specified
17 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
18 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins).

21 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
22 Designating Party identify on the record, before the close of the deposition, hearing, or other
23 proceeding, all protected testimony.

24 (c) for information produced in some form other than documentary and for any other tangible
25 items, that the Producing Party affix in a prominent place on the exterior of the container or containers
26 in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or
27 portions of the information or item warrant protection, the Producing Party, to the extent practicable,
28 shall identify the protected portion(s).

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1 5.3. Inadvertent Failures to Designate. An inadvertent failure to designate qualified
2 information or items does not, standing alone, waive the Designating Party’s right to secure protection
3 under this Order for such material. The Receiving Party must make reasonable efforts to assure that
4 the material is treated in accordance with the provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
7 confidentiality at any time..

8 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process
9 by providing written notice of each designation it is challenging and describing the basis for each
10 challenge. The parties shall attempt to resolve each challenge in good faith and must begin the process
11 by conferring within a reasonable time after notice of the challenge is received, not to exceed 21 days.
12 . In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
13 designation was not proper and must give the Designating Party an opportunity to review the
14 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
15 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
16 the challenge process only if it has engaged in this meet and confer process first or establishes that
17 the Designating Party is unwilling to participate in the meet and confer process in a reasonable and
18 timely manner.

19 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court
20 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
21 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 60 days of the
22 initial notice of challenge or within 30 days of the parties agreeing that the meet and confer process
23 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
24 competent declaration affirming that the movant has complied with the meet and confer requirements
25 imposed in the preceding paragraph. In addition, the Challenging Party may file a motion challenging
26 a confidentiality designation at any time if there is good cause for doing so, including a challenge to
27 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
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1 this provision must be accompanied by a competent declaration affirming that the movant has
2 complied with the meet and confer requirements imposed by the preceding paragraph.

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

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
12 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
13 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
14 categories of persons and under the conditions described in this Order. When the litigation has been
15 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
16 DISPOSITION).

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

19 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
20 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of
23 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
24 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
25 attached hereto as Exhibit A;

26 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party
27 to whom disclosure is reasonably necessary for this litigation and who have signed the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
6 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
7 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
9 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
10 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
11 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
12 bound by the court reporter and may not be disclosed to anyone except as permitted under this
13 Stipulated Protective Order.

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

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
17 LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation that compels
19 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
20 must:

21 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of
22 the subpoena or court order;

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

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

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1 If the Designating Party timely seeks a protective order, the Party served with the subpoena
2 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
3 before a determination by the court from which the subpoena or order issued, unless the Party has
4 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
5 expense of seeking protection in that court of its confidential material – and nothing in these
6 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
7 disobey a lawful directive from another court.

8 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
9 LITIGATION

10 (a) The terms of this Order are applicable to information produced by a Non-Party in this
11 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
12 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing
13 in these provisions should be construed as prohibiting a Non-Party from seeking additional
14 protections.

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

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

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

23 (3) make the information requested available for inspection by the Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of
25 receiving the notice and accompanying information, the Receiving Party may produce the Non-
26 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a
27 protective order, the Receiving Party shall not produce any information in its possession or control
28 that is subject to the confidentiality agreement with the Non-Party before a determination by the court.

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1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
2 protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
12 MATERIAL

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

21 12. MISCELLANEOUS

22 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek
23 its modification by the court in the future.

24 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order
25 no Party waives any right it otherwise would have to object to disclosing or producing any
26 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
27 Party waives any right to object on any ground to use in evidence of any of the material covered by
28 this Protective Order.

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1 12.3. Filing Protected Material. Without written permission from the Designating Party or
2 a court order secured after appropriate notice to all interested persons, a Party may not file in the
3 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
5 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
6 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
7 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
8 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
9 Rule 79-5 is denied by the court, then the Receiving Party may file the information in the public
10 record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
13 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
14 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
16 the Protected Material is returned or destroyed, the Receiving Party must submit a written
17 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
18 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
19 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
20 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
21 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
22 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
23 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
24 and expert work product, even if such materials contain Protected Material. Any such archival copies
25 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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3 Dated: June 4, 2026

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LAW CORPORATION

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By: /s/ Anna R. Marcroft
Anna R. Marcroft
Attorneys for Plaintiffs
SIERRA NORTHERN RAILWAY and
MENDOCINO RAILWAY

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10 DATED: June 4, 2026

EDLIN GALLAGHER HUIE & BLUM

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12

By: /s/ Bessy Shi as authorized on 6/4/2026
Bessy Shi
Attorneys for Defendant
CITY OF FORT BRAGG

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20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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22 Date: _____, 2026

HON. JON S. TIGAR
JUDGE OF THE NORTHERN DISTRICT OF THE
UNITED STATES DISTRICT COURT

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law corporation

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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2
3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Northern District of California on _____
7 2026 in the case of SIERRA NORTHERN RAILWAY, a California corporation, and MENDOCINO
8 RAILWAY, a California corporation, Plaintiffs, vs. CITY OF FORT BRAGG, U.S. District Court,
9 Northern District of California, Case No. 4:24-cv-04810-JST. I agree to comply with and to be bound
10 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to
11 so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the Northern
15 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
16 if such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone number] as
19 my California agent for service of process in connection with this action or any proceedings related
20 to enforcement of this Stipulated Protective Order.

21
22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____

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law corporation

EXHIBIT B

1 DAVID A. DIEPENBROCK (SBN 215679)
ANNA R. MARCROFT (SBN 343257)
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6 amarcroft@weintraub.com

7 Attorneys for Plaintiffs,
8 SIERRA NORTHERN RAILWAY and
MENDOCINO RAILWAY
9

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

12 SIERRA NORTHERN RAILWAY, a
13 California corporation, and MENDOCINO
RAILWAY, a California corporation,
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15 Plaintiffs,

16 vs.

17 CITY OF FORT BRAGG, and DOES 1
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Case No.: 4:24-cv-04810-JST

**[PROPOSED] STIPULATION AND
PROTECTIVE ORDER**

Judge: Honorable Jon S. Tigar

Complaint Filed: August 7, 2024

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law corporation

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1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order.
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17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3. Counsel (without qualifier): Outside Counsel of Record; City Attorney firm, and
20 House Counsel (as well as their support staff).

21 2.4. Designating Party: a Party or Non-Party that designates information or items that it
22 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium
24 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
25 transcripts, and tangible things), that are produced or generated in disclosures or responses to
26 discovery in this matter.

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1 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7. House Counsel: attorneys who are employees of a party to this action. House Counsel
5 does not include Outside Counsel of Record or any other outside counsel

6 2.8. Non-Party: any natural person, partnership, corporation, association, or other legal
7 entity not named as a Party to this action.

8 2.9. Outside Counsel of Record: attorneys who are not employees of a party to this action
9 but are retained to represent or advise a party to this action, including the firm representing the City
10 as its designated City Attorney or any other attorneys that ~~and~~ have appeared in this action on behalf
11 of ~~that~~ party or are affiliated with a law firm which has appeared on behalf of that party.

12 2.10. Party: any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.11. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
15 in this action.

16 2.12. Professional Vendors: persons or entities that provide litigation support services (e.g.,
17 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
18 or retrieving data in any form or medium) and their employees and subcontractors.

19 2.13. Protected Material: any Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL.”

21 2.14. Receiving Party: a Party that receives Disclosure or Discovery Material from a
22 Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected Material (as
25 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
26 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
27 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
28 However, the protections conferred by this Stipulation and Order do not cover the following

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1 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
2 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
3 publication not involving a violation of this Order, including becoming part of the public record
4 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
6 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
7 Protected Material at trial shall be governed by a separate agreement or order.

8 4. DURATION

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

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or
17 Non-Party that designates information or items for protection under this Order must take care to limit
18 any such designation to specific material that qualifies under the appropriate standards. The
19 Designating Party must designate for protection only those parts of material, documents, items, or
20 oral or written communications that qualify – so that other portions of the material, documents, items,
21 or communications for which protection is not warranted are not swept unjustifiably within the ambit
22 of this Order.

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

27
28

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

4 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order (see,
5 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
6 Discovery Material that qualifies for protection under this Order must be clearly so designated before
7 the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
10 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
11 legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or portions
12 of the material on a page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party
14 that makes original documents or materials available for inspection need not designate them for
15 protection until after the inspecting Party has indicated which material it would like copied and
16 produced. During the inspection and before the designation, all of the material made available for
17 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the
18 documents it wants copied and produced, the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order. Then, before producing the specified
20 documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains
21 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
23 markings in the margins).

24 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
25 Designating Party identify on the record, before the close of the deposition, hearing, or other
26 proceeding, all protected testimony.

27 (c) for information produced in some form other than documentary and for any other tangible
28 items, that the Producing Party affix in a prominent place on the exterior of the container or containers

1 in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion or
2 portions of the information or item warrant protection, the Producing Party, to the extent practicable,
3 shall identify the protected portion(s).

4 5.3. Inadvertent Failures to Designate. An inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating Party’s right to secure protection
6 under this Order for such material. The Receiving Party must make reasonable efforts to assure that
7 the material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
10 confidentiality at any time.

11 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process
12 by providing written notice of each designation it is challenging and describing the basis for each
13 challenge. The parties shall attempt to resolve each challenge in good faith and must begin the process
14 by conferring within a reasonable time after notice of the challenge is received, not to exceed 21 days.
15 . In conferring, the Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to review the
17 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
18 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
19 the challenge process only if it has engaged in this meet and confer process first or establishes that
20 the Designating Party is unwilling to participate in the meet and confer process in a reasonable and
21 timely manner.

22 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court
23 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
24 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 60 days of the
25 initial notice of challenge or within 30 days of the parties agreeing that the meet and confer process
26 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
27 competent declaration affirming that the movant has complied with the meet and confer requirements
28 imposed in the preceding paragraph. In addition, the Challenging Party may file a motion challenging

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1 a confidentiality designation at any time if there is good cause for doing so, including a challenge to
2 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to
3 this provision must be accompanied by a competent declaration affirming that the movant has
4 complied with the meet and confer requirements imposed by the preceding paragraph.

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

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
14 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
15 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
16 categories of persons and under the conditions described in this Order. When the litigation has been
17 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
18 DISPOSITION).

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

21 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
22 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
23 information or item designated “CONFIDENTIAL” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
25 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
26 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
27 attached hereto as Exhibit A;

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

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

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
12 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
13 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
14 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
15 bound by the court reporter and may not be disclosed to anyone except as permitted under this
16 Stipulated Protective Order.

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels
22 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party
23 must:

24 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of
25 the subpoena or court order;

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

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

3 If the Designating Party timely seeks a protective order, the Party served with the subpoena
4 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
5 before a determination by the court from which the subpoena or order issued, unless the Party has
6 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
7 expense of seeking protection in that court of its confidential material – and nothing in these
8 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
9 disobey a lawful directive from another court.

10 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
11 LITIGATION

12 (a) The terms of this Order are applicable to information produced by a Non-Party in this
13 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
14 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing
15 in these provisions should be construed as prohibiting a Non-Party from seeking additional
16 protections.

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

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

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

25 (3) make the information requested available for inspection by the Non-Party.

26 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of
27 receiving the notice and accompanying information, the Receiving Party may produce the Non-
28 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a

1 protective order, the Receiving Party shall not produce any information in its possession or control
2 that is subject to the confidentiality agreement with the Non-Party before a determination by the court.
3 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking
4 protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
7 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
8 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
9 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
10 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
11 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be
12 Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

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

23 12. MISCELLANEOUS

24 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek
25 its modification by the court in the future.

26 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order
27 no Party waives any right it otherwise would have to object to disclosing or producing any
28 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no

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1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order, [including as to the introduction, admissibility or relevance as to an material.](#)

3 12.3. Filing Protected Material. Without written permission from the Designating Party or
4 a court order secured after appropriate notice to all interested persons, a Party may not file in the
5 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
6 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
7 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
8 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected
9 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
10 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
11 Rule 79-5 is denied by the court, then the Receiving Party may file the information in the public
12 record pursuant to Civil Local Rule 79-5 unless [the denial is not on the merits and/or is due to the](#)
13 [procedural error or other non-substantive bases for denial, or](#) otherwise instructed by the court.

14 13. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
16 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
17 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
19 the Protected Material is returned or destroyed, the Receiving Party must submit a written
20 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
21 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
22 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
25 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
26 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
27 and expert work product, even if such materials contain Protected Material. Any such archival copies
28

1 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3
4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: June 4, 2026

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LAW CORPORATION

8
9 By: /s/ Anna R. Marcroft
10 Anna R. Marcroft
11 Attorneys for Plaintiffs
12 SIERRA NORTHERN RAILWAY and
13 MENDOCINO RAILWAY

14 DATED: June 4, 2026

EDLIN GALLAGHER HUIE & BLUM

15
16 By: _____
17 Bessy Shi
18 Attorneys for Defendant
19 CITY OF FORT BRAGG

20
21
22
23
24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25
26 Date: _____, 2026

27 HON. JON S. TIGAR
28 JUDGE OF THE NORTHERN DISTRICT OF THE
UNITED STATES DISTRICT COURT

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

1

2

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

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

5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that

6 was issued by the United States District Court for the Northern District of California on _____

7 2026 in the case of SIERRA NORTHERN RAILWAY, a California corporation, and MENDOCINO

8 RAILWAY, a California corporation, Plaintiffs, vs. CITY OF FORT BRAGG, U.S. District Court,

9 Northern District of California, Case No. 4:24-cv-04810-JST. I agree to comply with and to be bound

10 by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to

11 so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly

12 promise that I will not disclose in any manner any information or item that is subject to this Stipulated

13 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the Northern

15 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even

16 if such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of

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

19 my California agent for service of process in connection with this action or any proceedings related

20 to enforcement of this Stipulated Protective Order.

21

22 Date: _____

23 City and State where sworn and signed: _____

24

25 Printed name: _____

26

27 Signature: _____

28

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