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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

CARRIE HAWECKER and MICHELLE)
BROUSSARD, individually and on behalf of a)
class of similarly situated persons;)

Plaintiffs,)

vs.)

RAWLAND LEON SORENSEN,)
Defendant.)

Case No. 1:10-cv-00085-OWW-JLT

UNITED STATES OF AMERICA,)
Plaintiff,)

v.)

RAWLAND LEON SORENSEN,)
Defendant.)

Case No. 1:11-cv-00511-OWW-JLT

CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

This is a joint agreement between the Plaintiffs in *Hawecker, et al. v. Sorensen*, No. 1:10-cv-00085-OWW-JLT (“Private Plaintiffs”), the United States, and Defendant Rawland Leon

1 Sorensen. The parties expect that the disclosure of documents in this case may involve the
2 exchange of sensitive information, including, inter alia, financial and tax information, other
3 personal and business financial information, personally identifying information with respect to
4 the Defendant and tenants and former tenants of his properties, and/or other information of a
5 private nature that is covered by the scope of the Privacy Act of 1974, 5 U.S.C. §§ 551–59, or
6 Rule 140 of the Local Rules of the United States District Court for the Eastern District of
7 California (“Local Rule 140”) (appended as Attachment A). Accordingly, the parties stipulate
8 and agree to, and the Court finds good cause for, entry of this Confidentiality Agreement and
9 Protective Order pursuant to Federal Rule of Civil Procedure 26(c). The parties further stipulate
10 and agree that certain forms of contact between the Defendant and Private Plaintiffs or witnesses
11 for the United States can and should be avoided.

14 It is hereby ordered that:

15
16 **I. Contact Between the Defendant and Private Plaintiffs, Witnesses, or “Aggrieved
Persons”**

17 1. The Defendant and his agents, employees, or anyone operating on his behalf or at
18 his direction (excluding counsel of record and their employees) shall not contact or attempt to
19 contact the Private Plaintiffs, their identified witnesses, or any persons identified by the United
20 States, whether in its initial disclosures or other discovery responses, as victims of or witnesses
21 to the Defendant’s alleged discriminatory housing practices. For any such victims or witnesses
22 who are currently tenants at the Defendant’s rental properties, the Defendant may contact such
23 individuals for routine matters related to their tenancy, such as general notices sent to all tenants,
24 maintenance calls, and unit inspections.

27 **II. Treatment of Confidential Information**

1 2. “Confidential Information” refers to any record, document, tangible thing,
2 testimony, information, or other material disclosed or to be disclosed through formal or informal
3 discovery or otherwise in the course of this litigation that contains: personally identifying
4 information and personal data identifiers, including those set forth in Local Rule 140(a); income
5 tax returns; current home or cellular telephone numbers of any party, witness, or potential
6 witness; and material designated as sensitive by either party.
7

8 3. Any party may designate any record, document, tangible thing, testimony,
9 information, or other material as confidential. All documents containing information that is to be
10 considered confidential information pursuant to this Order shall be marked “CONFIDENTIAL”
11 in large letters on each page of the document. Such designation shall, without more, subject the
12 information produced or provided under such designation to the provisions of this
13 Confidentiality Agreement and Protective Order.
14

15 4. Any party in this case, or counsel for such party, may designate as confidential its
16 responses to interrogatories by labeling any such response “CONFIDENTIAL.”
17

18 5. Counsel for any party in this case may designate deposition testimony or any part
19 of deposition testimony as confidential by advising the court reporter and counsel of such
20 designation during the course of the deposition.
21

22 6. Whenever any material designated as confidential is identified as an exhibit in the
23 above-captioned case, it shall be marked “CONFIDENTIAL” and shall be subject to all of the
24 requirements of this Confidentiality Agreement and Protective Order.
25

26 7. Confidential information includes all material designated confidential pursuant to
27 the terms of this Order, as well as summaries and compilations derived from such confidential
28 materials—including but not limited to charts, tables, graphs, and models—to the extent such

1 summaries or compilations maintain the material in such a manner that it retains personally
2 identifying information or personal data identifiers.

3 8. Inadvertent failure to designate a document as “CONFIDENTIAL” may be
4 corrected by supplemental written notice given as soon as practicable.
5

6 9. The parties must have a good-faith basis in fact and law to designate material as
7 confidential.

8 10. If any party objects to the designation of any information as confidential, that
9 party shall confer with opposing counsel within 15 days of making such objection in an effort to
10 resolve any such dispute. If the parties are unable to resolve such dispute, the party designating
11 the material as confidential may move to have the Court declare the contested information
12 confidential.
13

14 11. If non-confidential information is contained in or otherwise derived from
15 confidential materials, any portion that consists solely of non-confidential information shall not
16 be confidential for purposes of this Order.
17

18 12. In any judicial proceeding in which confidential information may become a part
19 of a written submission to the Court, the parties will (1) delete the confidential information, or
20 (2) provide reasonable notice of the submission to opposing counsel so that opposing counsel can
21 seek, if necessary, an order from the Court protecting the confidentiality of the document—
22 including an order that the document be filed under seal—subject to the Court’s review on a
23 document-by-document basis.
24

25 13. If confidential testimony or information is contained in the body of any filings or
26 submissions to the Court (*e.g.* where confidential information is quoted or summarized) the
27 entire filing or submission shall be made under seal.
28

1 14. Access to confidential information shall be limited to individuals who must
2 handle such information for purposes of this litigation (“qualified persons”). Individuals
3 authorized to handle confidential information include:
4

- 5 a. The Court and officers of the Court;
- 6 b. Court reporters and their assistants and administrative staff;
- 7 c. Private Plaintiffs and counsel for the Private Plaintiffs, including counsel’s
8 paralegals, administrative staff, or contractors;
- 9 d. Counsel for the United States, including Department of Justice attorneys,
10 paralegals, administrative staff, or contractors;
- 11 e. Defendants and counsel for the Defendants, including counsel’s paralegals,
12 administrative staff, or contractors;
- 13 f. Any mediator used to attempt resolution of this litigation;
- 14 g. Witnesses and potential witnesses (and their counsel) to the extent necessary
15 in preparation for or during the course of depositions, hearings, interviews, or
16 trial in this action; and;
- 17 h. Experts and consultants (including independent experts and consultants and
18 employees or clerical assistants of said experts) who are employed, retained,
19 or otherwise consulted by counsel or a party for the purpose of analyzing data,
20 conducting studies, or providing opinions to assist in such litigation.
21

22 15. All contractors, witnesses, experts, and consultants who review confidential
23 information must first execute the Acknowledgement of Confidentiality Agreement and
24 Protective Order, appended as Attachment B, stating that they will abide by the terms of this
25 agreement. Copies of all Acknowledgements of Confidentiality Agreement executed by
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1 witnesses required to be disclosed by the Federal Rules of Civil Procedure shall be provided to
2 opposing counsel no later than the disclosure date of the witness list for trial.

3
4 16. The qualified persons identified in paragraphs 14 and 15 shall not permit
5 disclosure of confidential information to anyone who is not also a qualified person. Unless
6 counsel of record for the party producing the confidential information consents in writing to any
7 other use, such information shall be used solely in connection with the prosecution or defense of
8 this action.

9
10 17. Except as provided herein, no party having access to confidential information
11 shall make public disclosures of that material without further order of this Court.

12 18. No party to the above-captioned case, for itself or any other person acting on its
13 behalf, shall make more copies of any confidential material than are reasonably necessary to
14 conduct this litigation. Information designated as confidential shall be held in strictest
15 confidence and shall be kept securely.

16
17 19. Upon conclusion of this case, including any subsequent appeals, all originals and
18 copies of confidential materials, including all summaries thereof, shall be returned to the
19 producing party or the producing party's counsel or representative or destroyed, unless (1)
20 otherwise ordered by the Court for good cause shown, (2) the return or destruction of such
21 materials is prohibited by law, or (3) the document has been filed with the Court or used as an
22 exhibit.

23
24 20. Notwithstanding anything to the contrary herein, the parties to the above-
25 captioned case shall have no obligation under this Order with respect to information that (1) is or
26 becomes publicly available (except by unauthorized disclosure), or (2) is received from a third-
27 party who is rightfully in possession of such information and who has the right to disclose it.
28

1 21. Any party to the above-captioned case may petition this Court concerning a
2 violation of this Order and request any available remedies, including, but not limited to,
3 contempt proceedings.
4

5 22. Entering into, agreeing to, and/or complying with the terms of this Order shall
6 not:

- 7 a. Operate as an admission that any particular discovery material constitutes,
8 contains, or reflects confidential matter;
9
10 b. Prejudice the rights of any party to object to the production of documents or
11 information it considers non-discoverable, or to seek a Court determination
12 whether particular discovery materials should be produced;
13
14 c. Prejudice a party from seeking modification or rescission of this
15 Confidentiality Agreement and Protective Order; or
16
17 d. Prejudice a party from seeking further protection of any confidential
18 information.

19 23. Nothing in this Order limits the parties' right to seek modification of this Order or
20 to apply for additional protective orders as may become necessary due to a change in
21 circumstances or for other good cause shown.

22 24. Except as otherwise provided herein, the restrictions and obligations
23 provided in this Order shall not terminate upon the conclusion of this lawsuit but shall
24 continue subject to order of this Court.

25 IT IS HEREBY ORDERED.

26 Dated: July 5, 2011

/s/ OLIVER W. WANGER

28 United States District Judge