

1 2. **Definition of “Confidential Information”** - In connection with discovery
2 proceedings in this action, the parties may designate any document, thing, material, testimony or
3 other information derived therefrom, as “Confidential” under the terms of this Stipulated
4 Protective Order (hereinafter “Order”). Confidential information is information which has not
5 been made public and is defined as proprietary, trade secret or confidential customer, commercial,
6 or financial information about the parties’ business and finances, including social security
7 information of third party employees, names of third party employees and pay information of
8 third party employees.

9 By designating a document, thing material, testimony or other information derived
10 therefrom as “confidential,” under the terms of this Order, the party making the designation is
11 certifying to the court that there is a good faith basis both in law and in fact for the designation
12 within the meaning of Fed. Rule of Civ. Proc. 26(g).

13 3. **Designation of Confidential Information** - Confidential documents shall be so
14 designated being stamped “CONFIDENTIAL.” Stamping “CONFIDENTIAL” on the cover of
15 any multi-page documents shall designate all pages of the document as confidential, unless
16 otherwise indicated by the producing party.

17 4. **Designation of Deposition Testimony** - Testimony taken at a deposition,
18 conference, hearing or trial may be designated confidential by making a statement to that effect on
19 the record at the deposition or other proceeding. Arrangements shall be made with the court
20 reporter taking and transcribing such proceeding to separately bind such portions of the transcript
21 containing information designated as confidential, and to label such portions appropriately.

22 5. **Use of Confidential Information** - Material designated as confidential under this
23 Order, the information contained therein, and any summaries, copies, abstracts, or other
24 documents derived in whole or in part from material designated as confidential (hereinafter
25 “Confidential Material”) shall be used only for the purposes of prosecution, defense, or settlement
26 of this action, and for no other purpose.

27 Nothing herein shall impose any restrictions on the use or disclosure by a party of material
28 obtained by such party independent of discovery in this action, whether or not such material is

1 also obtained through discovery in this action, or from disclosing its own Confidential Material as
2 it deems appropriate.

3 **6. Persons to Whom Confidential Information May be Disclosed** - Confidential
4 Material may be disclosed or made available on to the Court, to counsel for a party (including
5 staff employed by such counsel) and to “qualified persons” designated below:

- 6 a. A party, or an officer, director or employee of a party deemed necessary by
7 counsel to aid in the prosecution, defense or settlement of this action;
- 8 b. Experts, consultants and advisors (together with their staff) retained by
9 such counsel to assist in the prosecution, defense or settlement of this
10 action;
- 11 c. Court reporter(s) employed in this action;
- 12 d. A witness at any deposition or other proceeding in this action; and
- 13 e. Any other person as to whom the parties in writing agree.

14 Prior to receiving Confidential Material, each “qualified person” shall be provided with a
15 copy of this Order and shall execute a non-disclosure agreement in the form of Attachment A, a
16 copy of which shall be provided forthwith to counsel for each other party and for the parties.

17 **7. Filing Confidential Material With The Court** - Any Confidential Material,
18 including any portion of a deposition transcript designated as Confidential, if filed with the Court,
19 will be clearly labeled “Confidential - Subject to Court Order” and filed under seal until further
20 order of this Court.

21 **8. Admissibility in Court Proceedings** - In the event that any Confidential Material
22 is used in any court proceeding in this action, it shall not lose its confidential status through such
23 use, and the party using such material shall take all reasonable steps to maintain its confidentiality
24 during such use. Parties shall provide advance notice if any Confidential Material is to be
25 admitted in any court proceeding.

26 Nothing contained herein will be construed in any way to affect or to establish the
27 admissibility at trial or other court proceeding of any information covered by this Order.

1 Nothing in this Order shall be construed as a waiver by the parties of any claim,
2 affirmative defense or argument relating to the scope of individual or workforce-wide relief.

3 9. **Question Whether Information is Confidential** - This Order shall be without
4 prejudice to the right of the parties:

5 To bring before the Court at any time the question of whether any particular
6 document or information is confidential or whether its use should be restricted; or
7 To present a motion to the Court under Fed. Rule of Civ. Proc. 26(c) for a separate
8 protective order as to any particular document or information, including
9 restrictions differing from those as specified herein.

10 The Parties agree to meet and confer over disputes about whether or not information is
11 Confidential before making such a motion to the Court.

12 **Return of Confidential Material or Information** - At the conclusion of this action, all
13 documents and transcripts designated as Confidential, and all copies thereof, will be returned
14 upon request to the person who made the designation.

15 **Enforcement** - The Court shall retain jurisdiction to resolve any dispute concerning the
16 use of Confidential Material and may enforce the terms of this Order in any manner authorized by
17 law. Nothing in this Order shall abridge the right of any person to seek judicial review or to
18 pursue other appropriate judicial action with respect to any ruling made concerning the issue of
19 the status of "Confidential" information.

20 Dated: 09/02/10

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

21
22
23 By: /s/ Erin L. Hernández (as authorized on 09/02/10)
24 Erin L. Hernández (SBN 257680)
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28 ATTORNEYS FOR PLAINTIFFS ANTONIO
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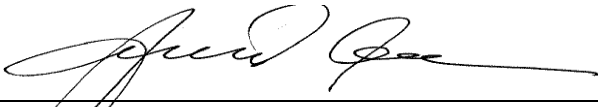
1 Dated: 09/02/10

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

2
3 By: /s/ Esmeralda Zendejas (as authorized on 09/02/10)
4 Esmeralda Zendejas (SBN 258809)
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10 Dated: 09/03/10

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11
12 By: 
13 Michael C. Saqui / Andrew H. Lee
14 ATTORNEYS FOR DEFENDANT
15 JOSE GILBERTO SILVEIRA

16 **ORDER**

17 Upon review, the Court adopts the Stipulated Protective Order. The parties are advised
18 however that all documents or materials designated as "Confidential" pursuant to this
19 Protective Order, and all papers or documents containing information or materials designated as
20 "Confidential," that are filed with the court for any purposes shall be filed and served under seal
21 pursuant to Local Rule 141.

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24 IT IS SO ORDERED.

25 Dated: September 10, 2010

/s/ Gary S. Austin
26 UNITED STATES MAGISTRATE JUDGE