

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF CALIFORNIA

ROSARIO ALONSO.

Plaintiff

vs.

**BLACKSTONE FINANCIAL GROUP,
LLC; STEVEN DARWIN, JASON ELSEN
and DOES 1-20**

Defendants.

CASE NO: 1:11-CV-01693-LJO-DLB

STIPULATED PROTECTIVE ORDER

(ECF No. 45)

The parties to this action stipulate to the following protective order:

1. In connection with discovery proceedings in this action, the parties may designate any document, thing, material, testimony or other information derived therefrom, as "Confidential" under the terms of this Stipulated Protective Order (hereinafter "Order"). Confidential information is information which has not been made public and which concerns or relates to the processes, operations, type of work, or apparatus, or to the production, sales, shipments, purchases, transfers, identification of

1 customers, inventories, amount of source of any income, profits, losses, or expenditures
2 of any persons, firm, partnership, corporation, or other organization, the disclosure of
3 which information may have the effect of causing harm to the competitive position of the
4 person, firm partnership, corporation, or to the organization from which the information
5 was obtained.

6 By designating a document, thing, material, testimony or other information
7 derived therefrom as "confidential" under the terms of this order, the party making the
8 designation is certifying to the court that there is a good faith basis both in law and in
9 fact for the designation within the meaning of Federal Rule of Civil Procedure Section
10 26(g).

11 2. Confidential documents shall be so designated by stamping copies of the
12 document produced to a party with the legend "CONFIDENTIAL" on the cover of any
13 multipage document shall designate all pages of the document as confidential, unless
14 otherwise indicated by the producing party.

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

21 4. Material designated as confidential under this Order, the information
22 contained therein, and any summaries, copies, abstracts, or other documents derived in
23 whole or in part from material designated as confidential (hereinafter "Confidential

Material") shall be used only for the purpose of the prosecution, defense, or settlement of this action, and for no other purpose.

5. Confidential Material produced pursuant to this Order may be disclosed or made available only to the Court, to counsel for a party (including the paralegal, clerical, and secretarial staff employed by such counsel), and to the "qualified persons" designated below:

- (a) a party, or an officer, director, or employee of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement of this action;
- (b) experts or consultants (together with their clerical staff) retained by such counsel to assist in the prosecution, defense, or settlement of this action;
- (c) court reporter(s) employed in this action;
- (d) a witness at any deposition or other proceeding in this action; and
- (e) any other person as to whom the parties in writing agree.

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

6. Depositions shall be taken only in the presence of qualified persons.

7. The parties may designate certain discovery material or testimony of a highly qualified and/or proprietary nature as "CONFIDENTIAL—ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only Material"), in the manner described in

1 paragraphs 2 and 3 above. Attorney's Eyes Only Material, and the information
2 contained therein, shall be disclosed only to the Court, to counsel for the parties
3 (including the paralegal, clerical, and secretarial staff employed by such counsel), and
4 to the "qualified persons" listed in subparagraphs 4(b) through (e) above, but shall not be
5 disclosed to a party, or to an officer, director or employee of a party, unless otherwise
6 agreed or ordered. If disclosure of Attorney's Eyes Only Material is made pursuant to
7 this paragraph, all other provisions in this order with respect to confidentiality shall also
8 apply.

9 8. Nothing herein shall impose any restrictions on the use or disclosure by a
10 party of material obtained by such party independent of discovery in this action, whether
11 or not such material is also obtained through discovery in this action, or from disclosing
12 its own Confidential Material as it deems appropriate.

13 9. If Confidential Material, including any portion of a deposition transcript
14 designated as Attorney's Eyes Only Material, is included in any papers to be filed in
15 Court, such papers shall be labeled "Confidential—Subject to Court Order" and filed
16 under seal until further order of this Court.

17 10. In the event that any Confidential Material is used in any court proceeding
18 in this action, it shall not lose its confidential status through such use, and the party
19 using such shall take all reasonable steps to maintain its confidentiality during such use.

20 11. This Order shall be without prejudice to the right of the parties (1) to bring
21 before the Court at any time the question of whether any particular document or
22 information is confidential or whether its use should be restricted or (11) to present a
23 motion to the Court under FRCP 26(c) for a separate protective order as to any

1 particular document or information, including restrictions differing from those as
2 specified herein. This Order shall not be deemed to prejudice the parties in any way in
3 any future application for modification of this Order.

4 12. This Order is entered solely for the purpose of facilitating the exchange of
5 documents and information between the parties to this action without involving the Court
6 unnecessarily in the process. Nothing in this Order nor the production of any information
7 or document under the terms of this Order nor any proceedings pursuant to this Order
8 shall be deemed to have the effect of any admission or waiver by either party or of
9 altering the confidentiality or non-confidentiality of any such document or information or
10 altering any existing obligation of any party or the absence thereof.

11 13. This order shall survive the final termination of this action, to the extent
12 that the information contained in Confidential Material is not or does not become known
13 to the public, and the Court shall retain jurisdiction to resolve any dispute concerning the
14 use of information disclosed hereunder. Upon termination of this case, counsel for the
15 parties shall assemble and return to each other all documents, material and deposition
16 transcripts designated as confidential and all copies of the same, or shall certify the
17 destruction thereof.

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20 **SO STIPULATED:**

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22 Dated: May 15, 2013

/s/ William M. Krieg

By: _____
William M. Krieg, Attorney for
Plaintiff ROSARIO ALONSO

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2 Dated: May 13, 2013

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6 /s/ Michael I. Goode

7 By: _____
8 Michael I. Goode, Attorney for
9 Defendant BLACKSTONE FINANCIAL
10 GROUP, LLC

11 IT IS SO ORDERED.

12 Dated: May 29, 2013

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UNITED STATES MAGISTRATE JUDGE