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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
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11 BRIAN DORA, JR., BRIAN DORA, SR., JAIME) Case No. 1:14-CV-00896-LJO-JLT
12 ALATORRE, RAUL ALATORRE, GLORIA)
13 RAMIREZ, DAVID RAMIREZ, ALEXANDRA) CONFIDENTIALITY STIPULATION AND
14 RAMIREZ and ANDREA RAMIREZ) ORDER
15)
16 Plaintiffs,)
17)
18 vs.)
19)
20 COUNTY OF KERN, ROBERT REED,)
21 TANNER MILLER and DOES 1 to 100,)
22 Inclusive,)
23)
24 Defendants.)
25)
26)
27)
28)

21 **IT IS HEREBY STIPULATED**, by and between the undersigned parties through their respective
22 counsel of record, that the following provisions and conditions shall govern the parties:

23 **1. Definitions:**

24 The following definitions shall govern the construction of this stipulation unless the context
25 otherwise requires.

- 26 (a) **CONFIDENTIAL Information.** “CONFIDENTIAL Information” means any and all
27 Information regardless of format or medium, including personal, proprietary, and financial
28 Information, state and federal tax records, and other Information which a party has a right to

1 protect from unrestricted disclosure. **In the context of the present case it also includes the**
2 **information protected by California Penal Code Section 832.7 and California Evidence**
3 **Code Sections 1043 to 1047.**

- 4 (b) Disclosing Party. "Disclosing Party" means the party who discloses CONFIDENTIAL
5 Information.
- 6 (c) Information. "Information" means discovery obtained through the use of interrogatories,
7 requests for admission, requests for production of documents and things, depositions,
8 subpoenas or other Information obtained during discovery.
- 9 (d) Notice. "Notice" means reasonable notice under the circumstances. The manner and amount
10 of Notice shall be governed by the particular circumstances.
- 11 (e) Person. "Person" means person as defined in California Evidence Code § 175.
- 12 (f) Trade secret. "Trade secret" means trade secret as defined by California Civil Code §
13 3426.1(d)(1).

14
15 **2. Scope and Intent.**

- 16 (a) Until further order of the Court or stipulation of the parties, all Information designated
17 "CONFIDENTIAL" by the Disclosing Party, to the extent such Information discloses
18 CONFIDENTIAL Information, shall be subject to this stipulation. However, nothing in this
19 stipulation shall prevent any party from seeking a modification of this stipulation or objecting
20 to the designation of Information as CONFIDENTIAL Information which the party believes
21 to be otherwise improper.
- 22 (b) The purpose and intent of this stipulation is to protect CONFIDENTIAL information from
23 being disclosed to the public or parties not necessary to this litigation, unless and until
24 reviewed by the Court.
- 25 (c) Nothing in this stipulation shall be construed to change existing law or shift existing burdens.
26 Information which may be sought is so sensitive that a party may refuse to disclose the
27 Information even under the protection of this stipulation. In such event, this stipulation shall
28 not be deemed consent or an admission that such Information is discoverable and a party may

1 resist disclosure until the matter has been heard by the Court.

2 (d) This stipulation is the product of negotiations and, for purposes of construction and
3 interpretation, shall not be deemed to have been drafted by one party.

4 (e) **This stipulation shall be submitted for the signature of the Magistrate Judge assigned to**
5 **this case in an ex parte manner without need of a formally noticed motion.**

6
7 **3. Designation of CONFIDENTIAL Information.**

8 Any Disclosing Party may designate Information, or any portion of such Information, as
9 CONFIDENTIAL Information by placing the word "CONFIDENTIAL" on the Information. By
10 designating Information as CONFIDENTIAL, the Disclosing Party warrants that the designation is made in
11 good faith and on reasonable belief that the Information so designated is CONFIDENTIAL Information as
12 defined above.

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14 **4. Oral Deposition Testimony.**

15 A party may designate as CONFIDENTIAL Information, Information disclosed
16 during oral deposition by stating so on the record or in writing within 30 days from receipt of the transcript.
17 Where documents that have been designated as CONFIDENTIAL are entered into the record of a deposition
18 or where CONFIDENTIAL Information is disclosed during deposition, such portion of the deposition
19 containing CONFIDENTIAL Information shall be separately bound and marked "CONFIDENTIAL -
20 UNDER PROTECTIVE ORDER" in a conspicuous place and shall be subject to the provisions of this
21 stipulation.

22
23 **5. Objection To Designation.**

24 A party may at any time object to the designation of Information as CONFIDENTIAL and move the
25 Court for an order declaring that such Information not be designated CONFIDENTIAL. No motion relating
26 to the designation of Information as CONFIDENTIAL shall be filed without first completing the following
27 steps. First, the moving party SHALL confer with the opposing party in a good faith effort to resolve the
28 dispute. Second, if the good faith effort is unsuccessful, the moving party promptly shall seek a telephonic

1 hearing with all involved parties and the Magistrate Judge. It shall be the obligation of the moving party to
2 arrange and originate the conference call to the court. Counsel must comply with Local Rule 251 or the
3 motion will be denied without prejudice and dropped from calendar.

4
5 **6. Information Which Is Not CONFIDENTIAL.**

6 Notwithstanding the designation of Information as CONFIDENTIAL, such Information shall not be
7 CONFIDENTIAL Information, nor shall disclosure be limited in accordance with this stipulation where
8 such Information is:

- 9 (a) At the time of disclosure, in the public domain by publication otherwise;
10 (b) Subsequent to disclosure, through no act or failure to act on the part of the receiving party,
11 entered the public domain by publication or otherwise;
12 (c) Provided to a party by a third party who obtained the Information by legal means and without
13 any obligation of confidence to the Disclosing Party; or
14 (d) Developed by employees or agents of the receiving party independently of and without
15 reference to any Information communicated by the Disclosing Party.

16
17 **7. CONFIDENTIAL Information Obtained From Third Parties.**

18 If CONFIDENTIAL Information is obtained from a third party, the third party may adopt the
19 benefits and burdens of this stipulation. Likewise, any party may designate material or Information
20 obtained from a third party as CONFIDENTIAL.

21
22 **8. Inadvertent Disclosure.**

23 A party does not waive its right to designate as CONFIDENTIAL Information
24 which is inadvertently disclosed without the appropriate designation. However, the receiving party shall not
25 be liable for disclosing such Information prior to receiving notice of the CONFIDENTIAL status of the
26 Information.

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1 9. **Documents Filed With The Court.**

2 If a party wishes to file documents with the Court which contain material designated
3 CONFIDENTIAL, that party SHALL comply with Local Rules 140 and 141.

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5 10. **Dissemination to Third Parties.**

6 (a) CONFIDENTIAL Information shall be disclosed only to the parties to this stipulation, their
7 experts, consultants, and counsel. Before any person receives access to CONFIDENTIAL
8 Information, each shall be informed of the nature of the confidential material.

9
10 (b) If any person who has obtained CONFIDENTIAL Information under the terms of this stipulation
11 receives a subpoena commanding the production of CONFIDENTIAL Information, such person
12 shall promptly notify the Disclosing Party of the service of the subpoena. The person receiving the
13 subpoena shall not produce any CONFIDENTIAL Information in response to the subpoena without
14 either the prior written consent of the Disclosing Party or order of the Court.

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16 11. **Use of CONFIDENTIAL Information During Trial.**

17 If, a party intends to introduce into evidence any confidential information at trial, that party SHALL
18 notify the Court in the joint pretrial conference statement of this intention and SHALL seek an order related
19 to the introduction of this evidence at trial. The moving party SHALL comply with the Court's pretrial
20 order regarding whether this order will be sought in limine or otherwise.

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22 12. **Duty To Use Reasonable Care.**

23 All persons bound by this stipulation shall have the duty to use reasonable care and precaution to
24 prevent violations thereof.

25
26 13. **Enforcement.**

27 (a) Prior to bringing any motion or application before the Court for enforcement of this
28 stipulation, the parties shall, comply with the procedures set forth in paragraph 5.

- 1 (b) In the event anyone shall violate, attempt to violate or threaten to violate any of the terms of
2 this stipulation, after compliance with the procedures in paragraph 5, the aggrieved party may
3 apply to the Court to obtain compliance with this stipulation or to obtain appropriate
4 injunctive relief. Each party agrees that, in response to an application for injunctive relief, it
5 will not assert the defense that the aggrieved party possesses an adequate remedy at law.
- 6 (c) The Court may make any order against a party to this stipulation it deems appropriate to
7 compel compliance in addition to any injunctive relief available to the parties.
- 8 (d) If CONFIDENTIAL Information is disclosed to any person other than as allowed by this
9 stipulation, the person responsible for the disclosure must immediately bring all pertinent
10 facts relating to such disclosure to the attention of counsel for the aggrieved party and
11 without prejudice to other rights and remedies of any party, make every effort to prevent
12 further disclosure. Fines and/or sanctions for inadvertent or intentional disclosure shall be
13 decided by the Court after briefing and argument by all parties concerned.
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15 **14. Return/Destruction of Documents.**

16 Within 60 days after final termination of this action, including all appeals, each party shall be
17 responsible for returning to the Disclosing Party all original and/or copies of all CONFIDENTIAL
18 Information produced during the course of this action and subject to this order, including all excerpts
19 thereof, except that counsel may retain all memoranda, and correspondence derived from such
20 CONFIDENTIAL Information and any such CONFIDENTIAL Information necessary for purposes of
21 maintaining a legal file but after the end of such years, all such retained CONFIDENTIAL Information shall
22 be returned to the Disclosing Party.

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24 **15. Modifications And Amendments.**

25 Except as to those modifications made by the Court, this stipulation may be modified or amended
26 without leave of Court by unanimous written agreement of the parties hereto.

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Dated: October 30, 2014

By: /s/ Martha Rossiter

Dated: October 30, 2014

By: /s/ Scott Fontes

IT IS SO ORDERED.

Dated: November 4, 2014

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE