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 14 FOSTER POULTRY FARMS

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA—FRESNO DIVISION

18 JOANN LINAN, an individual,
 19 Plaintiff,
 20 v.
 21 FOSTER POULTRY FARMS, a California
 corporation, and DOES 1 through 100, inclusive,
 22 Defendants.
 23

Case No. 1:14-CV-01625-AWI-SMS

**STIPULATION FOR PROTECTIVE
 ORDER AND PROTECTIVE ORDER**

Complaint Filed: July 28, 2014

25 Subject to the approval of this Court, plaintiff Joann Linan (“Plaintiff”) and defendant Foster
 26 Poultry Farms (“Defendant”) (collectively, the “parties”) hereby stipulate to the following protective
 27 order:
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1 1. In connection with discovery proceedings in this action, specifically document
2 productions, the parties hereby designate documents as “confidential” under the terms of this Stipulation
3 for Protective Order (“Order”). The documents protected pursuant to this Order have not been made
4 public and the disclosure of these documents would have the effect of causing harm to Defendant.

5 2. Per Local Rule 141.1(c), the documents eligible for protection under this Order include:

6 A. Trade secret, confidential, and/or proprietary information relating to Defendant’s
7 customers, customer accounts, pricing, discounts, and other confidential and
8 proprietary information relating to the sale of Defendant’s products.

9 3. This is an employment discrimination case where Plaintiff was employed by Defendant
10 as an “Accounts Receivable Clerk D.” In this capacity Plaintiff dealt with numerous customer accounts
11 and billing-related matters. Defendant terminated Plaintiff’s employment. As such, discovery in this
12 action may delve into the accounts Plaintiff handled, which includes information relating to Defendant’s
13 customers, customer accounts, pricing, discounts, and other confidential and/or proprietary information
14 that gives Defendant a competitive advantage in the marketplace. Disclosure of such documents to the
15 public would therefore harm Defendant. A Court order establishing the process for use, handling, and
16 disclosure “confidential” documents and filing those documents under seal with the Court is therefore
17 necessary under Local Rule 141.1(c).

18 4. By designating documents as “confidential” under the terms of this Order, the party
19 making the designation is certifying to the Court that there is a good faith basis both in law and in fact
20 for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

21 5. Documents produced by a party shall be designated by the party as “confidential” by
22 bates stamping copies of the document with the word “CONFIDENTIAL” or by an alternative method
23 acceptable to all parties. In the event that documents produced during the discovery process that are not
24 designated initially as confidential are later designated as confidential, they shall thereafter be treated as
25 confidential in accordance with this Order.

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1 6. Documents designated as “confidential” under this Order, the information contained
2 therein, and any summaries, copies, abstracts, or other documents derived in whole or in part from
3 material designated as confidential shall be used only for the purpose of this action, and for no other
4 purpose.

5 7. Confidential Material produced pursuant to this Order may be disclosed or made
6 available only to the parties or counsel for a party (including the paralegal, clerical, and secretarial staff
7 employed by such counsel, and private court reporters or notaries public engaged by the parties in their
8 official capacities). Confidential Material may be provided to any independent office services vendors or
9 experts retained for consultation and/or trial. In the event that Confidential Material is given to an
10 expert, counsel for that retained the expert shall provide a copy of this Order with the Confidential
11 Material.

12 8. If any party objects to the designation of Confidential Material, that party shall so state its
13 objection in a letter to counsel for the party making the designation. The parties shall thereafter meet and
14 confer within seven days of the designating party’s receipt of this letter. If the parties cannot resolve a
15 challenge without court intervention, the designating party shall file and serve a motion to retain
16 confidentiality within twenty-one days of the parties agreeing that the meet and confer process will not
17 resolve their dispute. Until the Court rules on the motion, Confidential Material shall continue to be
18 treated as so designated and any papers filed with the Court may not include such Confidential Material,
19 but may refer to them by proper identification, such as Bates Stamp number or date and author.

20 9. If a party would like to use Confidential Material in Court filings, at least seven (7) days’
21 notice shall be given to all parties. All parties shall comply with the requirements of E.D. Local Rule
22 141, in the event that a party would like Confidential Material to be sealed. In lieu of seeking a motion
23 to seal, the parties may agree to redact the Confidential Material.

24 10. Nothing in this Order shall in any way limit or prevent Confidential Material from being
25 used in any deposition or other proceeding in this action. In the event that any Confidential Material is
26 used in any deposition or other proceeding in this action, it shall not lose its confidential status through
27 such use.
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1 11. If a party to this Order in possession of Confidential Material receives a subpoena from a
2 non-party seeking the production or other disclosure of Confidential Material, that party shall
3 immediately give written notice to counsel of record for the party who provided the Confidential
4 Material being sought, which such notice shall include a copy of the subpoena. Where possible, at least
5 seven (7) days' notice before production or other disclosure should be given. In no event shall
6 production or disclosure be made before telephone notice is given and, whenever possible, sufficiently
7 in advance of production or disclosure to afford the party to whom such notice has been given, at least
8 three (3) business days, to take appropriate action, including seeking judicial relief.

9 12. This Order is entered for the purpose of facilitating the exchange of documents between
10 the parties to this action without involving the Court unnecessarily in the process. Nothing in this Order,
11 or the production of any document under the terms of this Order, shall be deemed to have the effect of
12 an admission or waiver by either party, or of altering the confidentiality or non-confidentiality of any
13 such document.

14 13. By this Order, the parties do not waive any rights to object to any discovery request, seek
15 any further protective order, or seek relief from the Court from any provision of this Order by
16 application on notice on any grounds. Nothing in this Order shall in and of itself require disclosure of
17 information that is protected by the attorney-client privilege, work-product doctrine, or any other
18 privilege, doctrine, or immunity, nor does anything in this Order, result in any party giving up its right to
19 argue that otherwise privileged documents must be produced due to waiver or for any other reason.

20 14. This Order shall not control the use of any evidence during the trial or any hearing of this
21 case. However, nothing herein shall preclude either party from seeking the assistance of the Court in
22 maintaining the confidential nature of any evidence that is presented at hearing or trial.

23 15. The inadvertent production or disclosure of any material in discovery or otherwise
24 (including material that is or should have been designated as Confidential Material) shall not effect a
25 waiver of any privilege at law or in equity or any rights or obligations arising from or related to this
26 Order, provided the party making such production or disclosure acts promptly to notify the relevant
27 parties or persons of the inadvertent production or disclosure and to remedy the inadvertent production
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1 or disclosure upon the discovery thereof.

2 16. If Confidential Material produced in accordance with this Order is disclosed to any
3 person other than in the manner authorized by this Order, the party responsible for the disclosure shall
4 immediately bring all pertinent facts relating to such disclosure to the attention of all counsel of record
5 and, without prejudice to other rights and remedies available to the producing party, make every effort to
6 obtain the return of the disclosed Confidential Material and prevent further disclosure of it by the person
7 who was the recipient of such information.

8 17. The parties may modify the provisions of this Order at any time by stipulation approved
9 by order of the Court.

10 18. This Order shall survive the final termination of this action, to the extent that the
11 Confidential Material is not or does not become known to the public, and the Court shall retain
12 jurisdiction to resolve any dispute concerning the use of the information disclosed hereunder. Counsel
13 for the parties shall destroy all Confidential Material in their possession, custody, or control within
14 Forty-five (45) days of final termination of this action, which shall be deemed to occur only when final
15 judgment has been entered and all appeals have been exhausted.

16 **IT IS SO STIPULATED.**

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18 DATED: March 11, 2015

SEYFARTH SHAW LLP

19
20 /s/ Daniel C. Kim

By _____

21 Mark P. Grajski

Lindsay Fitch

Daniel C. Kim

22 Attorneys for Defendant

23 FOSTER POULTRY FARMS

24 DATED: March 11, 2015

MAYALL HURLEY P.C.

25 /s/ Robert J. Wasserman

26 By _____

27 Robert J. Wasserman

Salwa K. Haddad

28 Attorneys for Plaintiff

JOANN LINAN

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PROTECTIVE ORDER

The undersigned has considered and approves the stipulated protective order filed and signed by all parties on March 11, 2015.

IT IS SO ORDERED.

Dated: March 12, 2015

/s/ SANDRA M. SNYDER

Honorable Sandra M. Snyder
United States Magistrate Judge