

1 STAN S. MALLISON (Bar No. 184191)
2 HECTOR R. MARTINEZ (Bar No. 206336)
3 MARCO A. PALAU (Bar. No. 242340)
4 JOSEPH D. SUTTON (Bar No. 269951)
5 ERIC S. TRABUCCO (Bar No. 295473)
6 MALLISON & MARTINEZ
7 1939 Harrison Street, Suite 730
8 Oakland, California 94612-3547
9 Telephone: (510) 832-9999
10 Facsimile: (510) 832-1101
11 Attorneys for Plaintiffs

12 MARIO MARTÍNEZ, (Bar No. 200721)
13 MARTÍNEZ AGUILASOCHO & LYNCH, APLC
14 P.O. Box 11208
15 Bakersfield, California. 93389-1208
16 Telephone: (661) 859-1174
17 Facsimile: (661) 840-6154
18 Attorneys for Plaintiffs

19 Anthony Raimondo (Bar No. 200387)
20 Jasmine Shams (Bar No. 287410)
21 Raimondo & Associates
22 7080 N. Marks Avenue, Suite 117
23 Fresno, CA 93711
24 Telephone: (559) 432-3000
25 Facsimile: (559) 432-2242
26 Attorneys for Defendant GOLDEN WEST LABOR

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

18 SANDRA GARYBO AND AGUSTIN
19 VEGA, ON BEHALF OF THEMSELVES
20 AND ALL OTHERS SIMILARLY
21 SITUATED,

22 Plaintiffs,

23 v.

24 LEONARDO BROS., FORM UNKNOWN,
25 GOLDEN WEST LABOR, FORM
26 UNKNOWN, AND DOES 1 THROUGH 20,
27 INCLUSIVE,

28 Defendants.

Case No. 1:15-cv-01487-DAD-JLT

PROTECTIVE ORDER

(Doc. 32)

1 Defendant GOLDEN WEST LABOR ("Defendant") and Plaintiffs SANDRA GARYBO and
2 AGUSTIN VEGA ("Plaintiffs"), by their counsel and subject to the approval of the Court, hereby
3 agree to the following Order regarding the protection of confidential information

4 IT IS HEREBY AGREED THAT:

5 Each party to this proceeding, to any mediation between the Parties, or any subsequent appeals
6 and anyone else who may subscribe to this Agreed Protective Order ("Order") agree as follows:

7 Defendant believe that the discovery, prosecution and defense of this action may require the
8 disclosure of certain confidential information relating to purported class members, Plaintiffs and
9 Defendant. Plaintiffs and Defendant (hereinafter referred to as "the Parties") desire to litigate this
10 action without jeopardizing any party's interest in the privacy and confidentiality of any such
11 information and without litigation regarding these issues. This Order shall not apply to any
12 information regarding Defendant's business ownership, financial condition, tax returns,
13 assets and liabilities, trade secrets, proprietary business information, or any similar
14 materials. Defendant reserves the right to challenge discovery of such information.

15 1. Any party that produces information that it reasonably believes to be Confidential as
16 provided by California or Federal laws, regulations or rules of court may, at the time of production,
17 designate such information as "Confidential," and the information so designated shall thereafter be
18 subject to the provisions of this Order. The protection of this Order may be invoked by any party with
19 respect to confidential information relating to the Plaintiffs and other current and former employees
20 of Defendant, whether (a) conveyed by or contained in a document produced or (b) stated in an
21 answer to an interrogatory or request for admission or (c) disclosed in an oral deposition by a party or
22 a non-party in the course of discovery in this proceeding or (d) disclosed pursuant to a voluntary
23 agreement among counsel or (e) disclosed in the furtherance of or during the course of mediation
24 between the Parties. In the case of documents, each page that is to be produced under this Order shall
25 be separately marked "CONFIDENTIAL." In the case of voluminous payroll and personnel records,
26 the producing party may collectively designate such records as Confidential, but such designation
27 shall apply only to information described in a cover letter. In the event of any dispute over the scope
28 of the designation, the parties shall meet and confer before presenting the dispute to the court for

1 resolution. This provision is without prejudice to the right of either party to move for a determination
2 from the Court that information thus designated is not Confidential. The Parties agree to meet and
3 confer over disputes about whether or not information is Confidential before making such a motion to
4 the Court.

5 2. Each Party or non-party that designates information or items for protection under this
6 Order must take care to limit any such designation to specific material that qualifies under the
7 appropriate standards. A designating Party must take care to designate for protection only those parts
8 of material, documents, items, or oral or written communications that qualify – so that other portions
9 of the material, documents, items, or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations
11 are prohibited. Designations that are shown to be clearly unjustified, or that have been made for an
12 improper purpose (e.g., to unnecessarily encumber or retard the case development process, or to
13 impose unnecessary expenses and burdens on other parties), expose the designating Party to sanctions
14 pursuant to a noticed motion. If it comes to a Party's or a non-party's attention that information or
15 items that it designated for protection do not qualify for protection at all, or do not qualify for the
16 level of protection initially asserted, that Party or non-party must promptly notify all other parties that
17 it is withdrawing the mistaken designation.

18 3. Any information designated "Confidential" pursuant to paragraph 1 of this Order shall
19 not be disclosed to any person whatsoever other than the Parties and their officers and management
20 employees, outside counsel assisting in or responsible for this proceeding and members of the legal,
21 paralegal, secretarial and clerical staff of such counsel, other persons assisting counsel with these
22 proceedings, counsel retained by witnesses, any mediator, the Court, jury members, persons
23 employed as consultants for each party, experts and/or witnesses on an as needed basis only

24 4. All Confidential Material shall be used only for the purpose of the proceedings in this
25 case, including mediation, trial, hearings and any appeals, and not in any other lawsuit, claim or cause
26 of action or for any other purposes whatsoever unless ordered by a court of competent jurisdiction

27 5. All persons, except the Parties, their officers and management employees, their in-
28 house and outside counsel, and members of the legal, paralegal, secretarial and clerical staff of such

1 counsel, who are permitted access to Confidential Material shall be informed of its confidentiality
2 as provided in this Order, and shall be required to sign an acknowledgment (attached as Exhibit A)
3 agreeing to be bound by the non-disclosure provisions of this Order. All persons who are permitted
4 access to the Confidential Material shall be bound by the terms of this Order.

5 6. Any Confidential Material filed with the Court shall be filed pursuant to and consistent
6 with the Court's rules and procedures governing the filing of private and confidential information.
7 A determination as to when and what special procedures, if any, are necessary for handling
8 "Confidential" documents and information subject to this Order at trial shall be deferred until a trial
9 date has been set in this case. The Parties shall take all steps reasonably required to protect against
10 misuse or disclosure of such Confidential Material.

11 7. Unless otherwise ordered or agreed in writing by the Defendant, within 60 days after
12 final termination of this action, Plaintiffs shall destroy all copies of Defendant's designated
13 confidential information. Plaintiffs shall certify such destruction in writing under penalty of perjury
14 upon request.

15 8. This Order shall be without prejudice to the right of any party or non-party to present to
16 the Court a motion for a separate Protective Order as to any particular document or information
17 (including restrictions differing from those as specified herein), or as to any other types of documents
18 or information not encompassed by this Order, and this Order shall not be deemed to prejudice any
19 party in any way in any future application for modification of this Order.

20 9. Nothing in this Order shall affect the admissibility of any documents or other evidence
21 at trial or hearing in this action. The application of this Order to any information shall not be
22 considered an admission or in any way relevant to the questions of whether such information is or
23 is not discoverable or admissible.

24 10. Nothing in this order shall be construed as a waiver by Defendant of any affirmative
25 defense or argument. Nothing in this order shall be construed as a waiver of any theory of liability by
26 Plaintiffs.

27 11. The undersigned counsel for the Parties agree on behalf of their respective firms,
28 agencies, and clients to the terms set forth herein, and consent to the form and entry of this Order.

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EXHIBIT A
NON-DISCLOSURE AGREEMENT

I, _____, having received and reviewed a copy of the Protective Order entered in *Sandra Garybo. v. Golden West Labor et al.*, Case No. 1:15-cv-01487-DAD-JLT, pending in the United State District Court Eastern District of California, governing the confidentiality of documents and other confidential material, agree to be bound by its terms. I further agree that I will not disclose to third parties any material or information that is designated by any party as Confidential, except as provided in the Protective Order.

Signature: _____

Dated: _____