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LABOR CONTRACTOR, INC.

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA  
10 FRESNO DIVISION

12 MARISOL GOMEZ,  
13 Plaintiff,  
14 v.  
15 J JACOBO FARM LABOR CONTRACTOR,  
INC., et al.,  
16 Defendants.

Case No. 1:15-cv-01489-AWI-MJS

**STIPULATED PROTECTIVE ORDER**

18 Defendant J JACOBO FARM LABOR CONTRACTOR, INC. ("Defendant") and Plaintiff  
19 MARISOL GOMEZ ("Plaintiff"), by their counsel and subject to the approval of the Court, hereby agree  
20 to the following Order regarding the protection of confidential information

21 IT IS HEREBY AGREED THAT:

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

24 Defendant believes that the discovery, prosecution and defense of this action may require the  
25 disclosure of certain confidential information relating to purported class members, Plaintiff and  
26 Defendant. Plaintiff and Defendant (hereinafter referred to as "the Parties") desire to litigate this  
27 action without jeopardizing any party's interest in the privacy and confidentiality of any such  
28 information and without litigation regarding these issues. This Order shall not apply to any

1 information regarding Defendant's business ownership, financial condition, tax returns, assets  
2 and liabilities, trade secrets, proprietary business information, or any similar materials.  
3 Defendant reserves the right to challenge discovery of such information.

4         1. Any party that produces information that it reasonably believes to be Confidential as  
5 provided by California or Federal laws, regulations or rules of court may, at the time of production,  
6 designate such information as "Confidential," and the information so designated shall thereafter be  
7 subject to the provisions of this Order. The protection of this Order may be invoked by any party with  
8 respect to confidential information relating to the Plaintiff and other current and former employees of  
9 Defendant, whether (a) conveyed by or contained in a document produced or (b) stated in an answer to an  
10 interrogatory or request for admission or (c) disclosed in an oral deposition by a party or a non-party in  
11 the course of discovery in this proceeding or (d) disclosed pursuant to a voluntary agreement among  
12 counsel or (e) disclosed in the furtherance of or during the course of mediation between the Parties. In the  
13 case of documents, each page that is to be produced under this Order shall be separately marked  
14 "CONFIDENTIAL." In the case of voluminous payroll and personnel records, the producing party may  
15 collectively designate such records as Confidential, but such designation shall apply only to information  
16 described in a cover letter. In the event of any dispute over the scope of the designation, the parties shall  
17 meet and confer before presenting the dispute to the court for resolution. This provision is without  
18 prejudice to the right of either party to move for a determination from the Court that information thus  
19 designated is not Confidential. The Parties agree to meet and confer over disputes about whether or not  
20 information is Confidential before making such a motion to the Court.

21         2. Each Party or non-party that designates information or items for protection under this  
22 Order must take care to limit any such designation to specific material that qualifies under the appropriate  
23 standards. A designating Party must take care to designate for protection only those parts of material,  
24 documents, items, or oral or written communications that qualify – so that other portions of the material,  
25 documents, items, or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited.  
27 Designations that are shown to be clearly unjustified, or that have been made for an improper purpose  
28 (e.g., to unnecessarily encumber or retard the case development process, or to impose unnecessary

1 expenses and burdens on other parties), expose the designating Party to sanctions pursuant to a noticed  
2 motion. If it comes to a Party's or a non-party's attention that information or items that it designated for  
3 protection do not qualify for protection at all, or do not qualify for the level of protection initially  
4 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the mistaken  
5 designation.

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

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

15 5. All persons, except the Parties, their officers and management employees, their in-  
16 house and outside counsel, and members of the legal, paralegal, secretarial and clerical staff of such  
17 counsel, who are permitted access to Confidential Material shall be informed of its confidentiality as  
18 provided in this Order, and shall be required to sign an acknowledgment (attached as Exhibit A)  
19 agreeing to be bound by the non-disclosure provisions of this Order. All persons who are permitted  
20 access to the Confidential Material shall be bound by the terms of this Order.

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

27 7. Unless otherwise ordered or agreed in writing by the Defendant, within 60 days after  
28 final termination of this action, Plaintiff shall destroy all copies of Defendant's designated

1 confidential information. Plaintiff shall certify such destruction in writing under penalty of perjury upon  
2 request.

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

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

12 10. Nothing in this order shall be construed as a waiver by Defendant of any affirmative  
13 defense or argument. Nothing in this order shall be construed as a waiver of any theory of liability by  
14 Plaintiff.

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

17 12. The United State District Court Eastern District of California retains jurisdiction to  
18 alter or amend this Order by further order upon a showing of good cause. Nothing in this Order shall  
19 abridge the right of any person to seek judicial review or to pursue other appropriate judicial action  
20 with respect to any ruling made concerning the issue of the status of "Confidential" information.

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Dated: July 22, 2016

RAIMONDO & ASSOCIATES

Bv:           /s/ Gerardo Hernandez            
          Anthony Raimondo  
          Gerardo V. Hernandez  
Attorneys for Defendant J JACOBO FARM  
LABOR CONTRACTOR, INC.

Dated: July 20, 2016

MALLISON & MARTINEZ

Bv:           /s/ Stan Mallison            
          Stan Mallison  
          Marco A. Palau  
          Joseph Sutton  
Attorneys for Plaintiff for MARISOL GOMEZ

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**ORDER**

Good cause appearing, the foregoing **STIPULATED PROTECTIVE ORDER** in Case No. 1:15-cv-01489-AWI-MJS is hereby accepted and adopted and made the Order of this Court.

IT IS SO ORDERED.

Dated: July 26, 2016

/s/ Michael J. Seng  
UNITED STATES MAGISTRATE JUDGE