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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AGNES XIE,

Plaintiff,

vs.

DE YOUNG PROPERTIES, 5418 LP,

Defendant.

Case No. 1:16-cv-01518-DAD-SKO

**STIPULATION AND PROTECTIVE
ORDER REGARDING CONFIDENTIAL
INFORMATION**

Plaintiff AGNES XIE (“Plaintiff”), on the one hand, and Defendant DE YOUNG PROPERTIES, 5418 LP (the “Defendant,” and together with Plaintiff, the “Parties”), on the other hand, subject to the approval of the Court, hereby stipulate and agree as follows:

1. STATEMENT OF PURPOSE

On July 30, 2018, Plaintiff filed a “Motion to Compel of Production of Documents–Supplemental Part II” (the “Motion”) seeking to compel Defendant to produce “plaintiff’s initial contract1” and “the litigation and arbitration suit which clearly had been litigated against De Young for systematically change [sic] contracts by forge [sic] signatures,” which is an arbitration proceeding involving Ms. Tina Larson, who is a former employee of Defendant, that resulted in a settlement agreement [Docket Nos. 84, 88].

On August 7, 2018, the Court denied as moot Plaintiff’s motion to compel “contract1” and deferred ruling on the remainder of the Motion [Docket No. 95]. The Court ordered Defendant to submit to the Court, for *in camera* review, 1) the arbitration demand from the arbitration proceeding involving Ms. Larson (the “July 17, 2015 Letter”), and 2) the settlement agreement resolving that arbitration (the “Settlement Agreement”).

On August 8, 2018, the Court issued its Order Following *In Camera* Review of Documents (the “Order”) which, among other things, ordered Defendant to produce a redacted

1 copy of the July 17, 2015 Letter and the Settlement Agreement and, because the July 17, 2015
2 Letter and the Settlement Agreement are subject to certain confidentiality provisions, further
3 ordered the Parties to enter into a stipulated protective order in accordance with Local Rule 141.1
4 [Docket No. 88]. Accordingly, the Parties hereby stipulate to and request that the Court enter the
5 following Stipulated Protective Order for the express and limited purpose of enabling an exchange
6 of the redacted July 17, 2015 Letter and the Settlement Agreement.

7 **2. PROTECTED MATERIAL**

8 2.1 The July 17, 2015 Letter and the Settlement Agreement, including the contents and
9 any portions thereof, are referred to herein as the “Protected Material.” The Protected Material
10 shall be and hereby is designated as confidential pursuant to the terms of this Stipulated Protective
11 Order.

12 2.2 Subject to the provisions herein and unless otherwise stated by Defendant, Plaintiff
13 shall only use the Protected Material for purposes of litigating the present dispute and shall not be
14 used for any business, commercial, competitive, personal, or other use. Plaintiff shall not reveal
15 or discuss the Protected Material to or with any person who is not entitled to receive such
16 information as set forth herein.

17 2.3 If Plaintiff inadvertently discloses any Protected Material to persons who are not
18 authorized to use or possess such information, Plaintiff shall, as soon as reasonably possible after
19 Plaintiff becomes aware of the inadvertent disclosure(s), (a) provide immediate written notice of
20 the disclosure to Defendant; (b) use all reasonable efforts to immediately retrieve all copies of the
21 Protected Material; (c) inform the person(s) to whom the unauthorized disclosure was made of all
22 the terms of this Stipulated Protective Order; and (d) request such person(s) to execute the
23 Acknowledgement and Agreement to Be Bound attached to this Stipulated Protective Order.

24 2.4 Plaintiff shall not make any copies, duplicates, extracts, summaries or descriptions
25 of such Protected Material or any portion thereof except as may be reasonably necessary in the
26 litigation of this lawsuit. Any such copies, duplicates, extracts, summaries, descriptions, or
27 documents containing same shall be protected at the same level of protection as the original
28 Protected Material and subject to all of the terms and conditions of this Stipulated Protective Order.

1 3. CONFIDENTIAL INFORMATION

2 3.1 Plaintiff may disclose the Protected Material only to the following persons, unless
3 Plaintiff has received the prior written consent of Defendant, or upon order of the Court:

- 4 (a) the Parties and/or their counsel;
- 5 (b) outside consultants or experts (i.e., not existing employees or affiliates of a Party
6 or an affiliate of a Party) retained for the purpose of this litigation after they have
7 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 8 (c) independent litigation support services, including persons working for or as court
9 reporters, graphics or design services, jury or trial consulting services, and
10 photocopy, document imaging, and database services retained by counsel and
11 reasonably necessary to assist counsel with the litigation of this Action after they
12 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
- 13 (d) the Court and its employees, agents, representatives, and personnel.

14 4. LIMITATIONS ON USE OF PROTECTED MATERIAL

15 4.1 There shall be no disclosure of any Protected Material by Plaintiff and/or any
16 person authorized to have access thereto to any person who is not authorized for such access under
17 this Stipulated Protective Order. All Protected Material shall be held in confidence by each person
18 to whom it is disclosed, shall be used solely for purposes of this litigation, shall not be used for
19 any business or other purpose, and shall not be disclosed to any person who is not entitled to
20 receive such information as herein provided.

21 4.3 Without written permission from Defendant or a court order secured after
22 appropriate notice to all interested persons, a Plaintiff may not file any Protected Material in the
23 public record. A party that seeks to file any Protected Material under seal must comply with all
24 applicable laws, including the Local Rules. Protected Material may only be filed under seal
25 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. A
26 sealing order will issue only upon a request establishing that the Protected Material at issue is
27 entitled to protection under the law. If a Party's request to file Protected Material under seal is
28 denied by the Court, then the Party may file the Protected Material in the public record unless
otherwise instructed by the Court.

4.4 Nothing herein shall restrict a qualified recipient from making working copies,

1 abstracts, digests, and analyses of Protected Material for use in connection with this litigation, and
2 such working copies, abstracts, digests and analyses shall be marked and deemed confidential
3 under the terms of this Stipulated Protective Order.

4 5. NONPARTY DISCOVERY UNDER THIS PROTECTIVE ORDER

5 5.1 If Plaintiff is served with a subpoena or a court order issued in other litigation that
6 compels disclosure of any Protected Material must:

7 (a) promptly notify Defendant in writing. Such notification shall include a copy of
8 the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to issue
10 in the other litigation that some or all of the material covered by the subpoena or order is subject
11 to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
12 and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
14 Defendant.

15 (d) If Defendant timely seeks a protective order, Plaintiff shall not produce the
16 Protected Material before a determination by the court from which the subpoena or order issued,
17 unless Plaintiff has obtained Defendant's permission. Defendant shall bear the burden and expense
18 of seeking protection in that court of the Protected Material. Nothing in these provisions should
19 be construed as authorizing or encouraging a Party to disobey a lawful directive from another
20 court.

21 6. MISCELLANEOUS PROVISIONS

22 6.1 All provisions of this Stipulated Protective Order restricting communication or use
23 of Protected Material shall continue to be binding after the conclusion of this action, unless
24 otherwise agreed to between the Parties or ordered by the Court. Within thirty (30) days of final
25 termination of this action, including any appeals, Plaintiff must either return or destroy the
26 Protected Material, including all copies, that remain in her possession, custody, or control.

27 6.2 Production of the Protected Material pursuant to the Order and this Stipulated
28 Protective Order shall not be deemed a publication of the documents, information and material (or

1 the contents thereof) produced so as to waive, void, or make voidable whatever claim Defendant
2 may have as to the proprietary and confidential nature of the Protected Material.

3 6.3 Nothing in this Stipulated Protective Order shall be construed to effect an
4 abrogation, waiver or limitation of any kind on the rights of each of the Parties to assert any
5 applicable discovery or trial privilege.

6 6.4 The term “copy” as used herein means any photographic, mechanical, or
7 computerized copy or reproduction of any document or thing, or any verbatim transcript, in whole
8 or in part, of such document or thing, including such verbatim transcripts made by handwritten,
9 photographic, mechanical, computerized, or other means.

10 6.5 After termination of this litigation, the provisions of this Stipulated Protective
11 Order shall continue to be binding, except with respect to those documents and information that
12 become a matter of public record. The United States District Court for the Eastern District of
13 California retains and shall have continuing jurisdiction over the Parties and recipients of the
14 Protected Material for enforcement of the provisions of this Stipulated Protective Order following
15 termination of this litigation.

16 6.6 Each of the Parties shall also retain the right to file a motion or stipulation with the
17 Court to modify this Stipulated Protective Order to allow disclosure of Protected Material to
18 additional persons or entities if reasonably necessary to prepare and present this Action.

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21 [SIGNATURE PAGE FOLLOWS]
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1 SO STIPULATED.

2 Dated: August 15, 2018

DOWLING AARON INCORPORATED

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By: /s/ Jared C. Marshall
STEVEN D. MCGEE
JARED C. MARSHALL
Attorneys for Defendant,
DE YOUNG PROPERTIES, 5418 LP

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8 Dated: August 15, 2018

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By: /s/ Agnes Xie
AGNES XIE, Plaintiff
Agnes2016law@gmail.com

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ORDER

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The Court, having reviewed the foregoing stipulation, and good cause appearing therefor, IT IS SO ORDERED.

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IT IS SO ORDERED.

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Dated: August 15, 2018

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California in this case of *Agnes Xie v. De Young Properties, 5418 L.P.*, Case No. 1:16-cv-01518-DAD-SKO. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Stipulated Protective Order to any person or entity except in strict compliance with the provisions of the Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

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