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7 Attorney for Defendants Valley Diagnostics Laboratory, Inc.,
8 Naeem Mujtaba Qarni (a/k/a Qarni Naeem Ul Mujtaba),
9 Najam Ul Mujtaba Qarni and Sheikh M. Masood, M.D.

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION
12

14 GULAMNABI VAHORA)	CASE NO 1:16-cv-01624-SKO
)	
15 Plaintiff,)	STIPULATION AND PROTECTIVE
)	ORDER
16)	
17 v.)	(Doc. 54)
)	
18 VALLEY DIAGNOSTICS LABORATORY,)	
19 INC., NAEEM MUJTABA QARNI (a/k/a)	
20 QARNI NAEEM UL MUJTABA), NAJAM UL)	
21 MUJTABA QARNI and SHEIKH M.)	
MASOOD, M.D.,)	
)	
22 Defendants.)	

23 WHEREAS, the parties in this case are engaging in discovery and have or will be
24 exchanging sensitive personal or business information and/or information otherwise
25 inappropriate for disclosure, including financial information, and confidential business
26 information;

27 WHEREAS, the parties do not wish their sensitive documents described above to be
28 disseminated beyond this litigation;

1 WHEREAS, plaintiff Gulamnabi Vahora ("Plaintiff") reserves the right to argue that he
2 is entitled to receive the confidential business information of defendant Valley Diagnostics
3 Laboratory, Inc. ("VDL," together with defendant Naeem Mutjaba Qarni, "Defendants")
4 notwithstanding any privacy objection and/or the entry of any protective order because Plaintiff
5 is a shareholder of VDL;

6 WHEREAS, in order to expedite discovery in this action, while protecting the
7 above-referenced documents and information from unrestricted disclosure to or discovery by
8 third parties, the parties have agreed to production of the aforementioned documents and
9 information upon the terms and conditions specified herein; and

10 WHEREAS, Defendants have agreed to allow Plaintiff's counsel to inspect otherwise
11 "Confidential and Privileged" tax returns to facilitate settlement discussions.

12 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the parties hereto
13 and through their respective counsel of record, as follows:

14 1. In order to facilitate discovery and avoid delay in marking documents as
15 "Confidential", the Parties hereby agree that all documents produced in discovery in this matter
16 are subject to this protective order and shall not be disseminated in any way, shape, or form other
17 than in this litigation. At the conclusion of this litigation, any and all documents that have been
18 received by one Party from the other Party will either be returned or destroyed. However, the
19 documents will be maintained by the Parties or their attorneys during the pendency of this
20 litigation and not provided to others except as specified in this Stipulation and Protective Order.

21 2. In addition, any party to this Stipulation producing confidential information in this
22 action may mark sensitive, confidential, or proprietary documents as "Confidential." The
23 designation of information as Confidential shall be limited to information which the disclosing
24 Party in good faith believes contains or reveals commercially sensitive, competitive, proprietary
25 or other confidential information, which is not publicly available, including, without limitation,
26 non-public financial information or any other business information of a confidential or
27 proprietary nature, the disclosure of which would be harmful to a Party's proprietary, competitive
28 and/or business interests, confidential or private information about current or former customers

1 or employees of the Parties, or other information required by law or agreement to be kept
2 confidential. Any summary, compilation or copy of any Confidential Material shall also be
3 deemed Confidential.

4 3. Any discovery materials designated Confidential may be designated by a Party as
5 such by marking every such page Confidential, as appropriate, or, if such marking is not possible,
6 for example, in the case of electronically stored information, by informing the other Parties, in
7 writing, that such material is Confidential. Confidential markings should not obliterate or
8 obscure the content of the material that is produced. The Party producing discovery materials that
9 it has designated Confidential must make the designation at the time of production or within a
10 reasonable time thereafter if such designations are inadvertently omitted.

11 4. Any party eliciting or present when testimony is elicited concerning sensitive or
12 proprietary subjects may request that the portion of the transcript in which said information is
13 contained also be marked as "Confidential".

14 5. Any document, response, testimony or information which has been marked as
15 "Confidential" shall be used solely for the purpose of and in connection with and to prepare for
16 the above-entitled action. Neither the original nor any copy of any document, response, testimony
17 or information which has been marked as "Confidential" nor any excerpt, quotation, paraphrase
18 or other description thereof which conveys the confidential contents thereof (hereinafter all
19 collectively referred to as "Confidential Material") shall be disclosed to any person who is not an
20 attorney, employee of an attorney's firm, party, retained expert or consultant in this action or used
21 for any purpose or in any media report or other litigation, except in accordance with the terms of
22 this Stipulation and Order. Confidential Material shall not be used by the receiving Party for any
23 business, commercial, competitive, personal or other purpose, and shall not be disclosed by the
24 receiving Party to anyone other than those set forth in Paragraph 6, unless and until the
25 restrictions herein are removed either by written agreement of counsel of the Parties, or by the
26 Order of the Court.

1 6. Access to and disclosure of Confidential Material shall be limited, except as
2 otherwise provided herein, or agreed by the parties to this Stipulation, or as otherwise ordered by
3 the Court, to:

4 a. The Court and the Court's staff;

5 b. The parties to this action and those employees, officers and directors of the parties
6 who reasonably need access to the Confidential Material in connection with the prosecution or
7 defense of this action, the attorneys of record for said parties, and their associates and
8 stenographic, clerical and paralegal employees;

9 c. Any person whose deposition is taken in this action, such persons being
10 prohibited from the use or disclosure of Confidential Material by paragraph 7 below, and the
11 Court reporter at any such deposition;

12 d. Any insurance carrier who insures a party to this action;

13 e. Court reporters, stenographers, or videographers who record depositions or other
14 testimony;

15 f. Any mediator or arbitrator (and their assistants or staff) assisting in any dispute
16 resolution proceeding among or between the parties;

17 g. Outside experts and consultants for any party, including their stenographic and
18 clerical personnel, whose advice or consultation is being or will be used by such party in
19 connection with this action, provided that disclosure to such outside expert or consultant shall be
20 made only upon the following conditions: Counsel desiring to disclose Confidential Material to
21 an outside expert or consultant shall first obtain a signed Confidentiality Agreement to be bound
22 by this Stipulation and Order, in the form of Exhibit "A" hereto, from each expert or consultant,
23 and counsel shall retain in counsel's files such signed document; and

24 h. Any other person or entity upon order of the Court or upon stipulation by the
25 producing Party;

26 7. The attorneys for a party may disclose Confidential Material to any person in the
27 course of a deposition taken in this action. Any deponent who is not a party or any employee,
28 officer or director of a party shall not retain the original or any copy of any such Confidential

1 Material. Deponents shall make no disclosure or use of such Confidential Material, or any part
2 thereof, except to respond to deposition questions during the course of a deposition taken in this
3 action or otherwise in accordance with this Stipulation and Order. Any deponent who is not a
4 party or an employee, officer or director of a party who is shown any Confidential Material shall
5 first be provided a copy of this Confidentiality Stipulation, shall be informed, as a part of the
6 transcribed or reported deposition, that disclosure or other use of Confidential Material, or any
7 part thereof, is controlled by this Confidentiality Stipulation and must be in accordance with this
8 Stipulation. No copy of any portion of any deposition transcript or deposition exhibit for a
9 deposition in this action which contains Confidential Material shall be furnished by the reporter
10 to any person not identified in paragraph 6 above.

11 8. If Confidential Material is to be lodged or filed with the Court in connection with
12 any proceeding herein, such material shall be filed pursuant to all applicable rules for filing
13 materials under seal.

14 9. Nothing in this Stipulation shall require disclosure of any material which a party
15 contends is protected from disclosure by the attorney-client privilege or attorney work product,
16 and shall not waive any confidentiality or privacy rights of any third parties.

17 10. Upon receipt of any request or subpoena for Confidential Material, the Party
18 receiving the request or subpoena shall immediately notify the producing Party of the request or
19 subpoena in writing, via U.S. Mail and e-mail (if possible), and, unless otherwise required by
20 law, shall not permit the inspection by or production to any third-party until fourteen (14) days
21 after such notice is given, so that the producing Party can take steps to enforce this Order if
22 deemed necessary.

23 11. Entering into this Confidentiality Stipulation shall not and does not constitute an
24 admission or concession or permit an inference that any document, response, testimony or
25 information designated as "Confidential Material" is, in fact, confidential or contains
26 Confidential Material. Any party, through counsel, may make good faith written objection to the
27 designation of any document, response, testimony or information as "Confidential Material" and
28 may make a motion for an order compelling disclosure of and/or access to such material without

1 restriction. Applicable California law shall govern the burden and standard of proof on any such
2 motion.

3 12. This Order shall not deprive any Party of its right to object to discovery by any
4 other Party or on any otherwise permitted ground. This Order is being entered without prejudice
5 to the right of any Party to move the Court for modification or for relief from any of its terms.

6 13. This Order has been agreed to by the Parties to facilitate discovery and the
7 production of relevant evidence in this matter. Neither the agreement of the Parties, nor the
8 designation of any Material as Confidential, nor the failure to make sure designation, shall
9 constitute evidence with respect to any issue in this matter.

10 14. After termination of this action, each party shall continue to maintain and limit
11 access and disclosure to Confidential Material in the manner provided in this Stipulation.

12 15. This Stipulation and any Order thereon may be modified in part or entirely by
13 written agreement of the parties hereto or upon application to and entry of an Order by the Court
14 for good cause shown.

15 16. By signing this Stipulation, each attorney represents that he or she has explained
16 the terms and effect of this Stipulation to his or her client(s), and provided his or her client(s)
17 with a copy of the same; and further represents that said parties agree to be bound by the terms of
18 this Stipulation.

19 17. A facsimile or e-mail signature of any counsel on this Stipulation shall be binding
20 as though it were an original; and this Stipulation may be executed in a number of counterparts
21 and each counterpart signature shall, when taken with all other signatures, be treated as if
22 executed upon one original of this Stipulation.

23 Dated: March 29, 2018

Law Office of Peter Sean Bradley

24 By /s/ Peter Sean Bradley

25 Peter Sean Bradley
26 Attorneys for Defendants

27 Dated: March 29, 2018

Hopkins & Carley

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By /s/ Monique D. Jewett-Brewster
Monique D. Jewett-Brewster
Attorneys for Plaintiff

IT IS SO ORDERED.

Dated: April 4, 2018

/s/ Sheila K. Olerto
UNITED STATES MAGISTRATE JUDGE

1 **ACKNOWLEDGMENT OF RECEIPT OF PROTECTIVE ORDER REGARDING**
2 **CONFIDENTIAL INFORMATION AND AGREEMENT TO BE BOUND THEREBY**

3 I hereby acknowledge receipt of and that I have read a copy of the Stipulation for
4 Protective Order and Order (the "Order"), which I understand was made on _____,
5 2018, in the action entitled *Gulamnabi Vahora v. Valley Diagnostics Laboratory, Inc., et al.* Case
6 No. 1:16-cv-01624-LJO-SKO, United States District Court - Eastern Division of California -
7 Fresno Division. I agree that I will be bound by the provisions of the Order with respect to any
8 Confidential Information provided to me under the terms thereof. I agree that, if I receive any
9 Confidential Information, I will not make any copies thereof nor disclose such Confidential
10 Information except as permitted by the Order. I further understand that if I fail to comply with
11 the terms of the Order, I may be subject to sanctions by the Court, and I hereby consent to
12 personal jurisdiction in the State of California with respect to any matter relating to or arising out
13 of the Order.
14

15 Executed this _____ day of _____, 20____ at _____.

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17 _____
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19 Name: _____
20 Affiliation: _____
21 Address: _____

22 Telephone Number: _____
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26 **EXHIBIT "A"**
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