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26 DHARAM PAL and VIJAY PAL

27 UNITED STATES DISTRICT COURT
28 EASTERN DISTRICT OF CALIFORNIA

29 MARIO TOLLS, TANISHA WILEY,) CASE NO. 1:17-CV-00776-AWI-JLT
30 TANYA MORRISON, and ARISSA)
31 DICKSON TOLLS,) **STIPULATED PROTECTIVE**
32) **ORDER AND ORDER**
33 Plaintiffs,) **(Doc. 19)**
34)
35 vs.)
36)
37 DHARAM PAL and VIJAY PAL,)
38)
39 Defendants.)

40 This Stipulated Protective Order is entered into by and between Plaintiffs MARIO
41 TOLLS, TANISHA WILEY, TANYA MORRISON, and ARISSA DICKSON TOLLS, and

1 Defendant DHARAM PAL and VIJAY PAL. Plaintiffs and Defendants are hereinafter
2 collectively referred to as “the Parties.” Reference is made to the following facts:

3 A. The Parties possess financial and accounting documents and other confidential
4 information pertaining to tenants of the property at issue in this litigation that they desire to keep
5 confidential, which may be obtained through discovery in this case.

6 B. The Parties desire to stipulate to a protective order sanctioned by the Court to
7 protect such financial and accounting documents and other confidential information from
8 unnecessary disclosure.

9 ACCORDINGLY, the Parties, by and through their respective attorneys of record,
10 STIPULATE AND AGREE to the following protective order:

11 1. Scope of the Order. This Stipulated Protective Order covers all documents and
12 information designated “Confidential” or “Confidential – Attorneys/Experts Only” produced in
13 connection with any discovery undertaken in this case. Information marked “Confidential” or
14 “Confidential - Attorneys/Experts Only” shall be collectively referred to herein as “Confidential
15 Discovery.” This Stipulated Protective Order is intended to cover all discovery propounded and
16 answered by any Party at any time and depositions wherein “Confidential” or “Confidential –
17 Attorneys/Experts Only” information is used or discussed, including any copies, excerpts,
18 summaries, or compilations thereof. Even after termination of this litigation, the confidentiality
19 obligations imposed by this Stipulated Protective Order shall remain in effect until a designating
20 Party agrees otherwise in writing or a court order otherwise directs. This Stipulated Protective
21 Order is entered into as to this case only.

22 2. Designation of Confidential Discovery. The Parties may designate Confidential
23 Discovery as subject to this Order by stamping on or otherwise permanently affixing to such
24 material prior to its production the designation “Confidential”. In the event that a Party in good
25 faith believes that particular material requested to be produced or disclosed is of such a highly
26 sensitive nature that its disclosure should be limited to only those persons described in Paragraph
27 7 herein below, it shall stamp on or otherwise permanently affix to such material prior to its
28 production the designation “Confidential - Attorneys/Experts Only”. Said respective

1 designations shall be stamped or affixed so as to not obscure or deface the material or any
2 portion of its contents.

3 3. Designation Procedure. Confidential Discovery shall be designated or deemed
4 confidential as follows:

5 a. In the case of deposition testimony:

6 i. The Parties may designate testimony by any individual at the time
7 of the deposition or by written notice to all counsel of record within 14 business days after
8 receipt of the written transcript. The entire transcript (including, without limitation, typed
9 transcriptions, computer diskettes, audiotapes and videotapes) and all exhibits thereto shall be
10 deemed confidential under the terms of this Protective Order during the 14 day period. The
11 portions of a transcript designated as “Confidential” or “Confidential – Attorneys/Experts Only”
12 at the time of the deposition or during this 14 day period, shall be treated as Confidential
13 Discovery thereafter and in accordance with the terms of this Stipulated Protective Order.

14 ii. Each deposition transcript of any deposition of any individual
15 taken in this action shall bear the following prominent and conspicuous legend on the cover of
16 each volume of said deposition transcript, the placement of which shall be the responsibility of
17 the court reporter after being so advised of the necessity for this legend by the party making the
18 confidentiality claim:

19 “THE CONTENTS OF THIS TRANSCRIPT ARE
20 CONFIDENTIAL [CONFIDENTIAL -
21 ATTORNEYS/EXPERTS ONLY] AND ARE SUBJECT
22 TO A PROTECTIVE ORDER ISSUED BY THE UNITED
23 STATES DISTRICT COURT, EASTERN DISTRICT OF
24 CALIFORNIA. UNAUTHORIZED ACCESS TO, USE
25 OF, OR DISCLOSURE OF ANY PART OF THIS
26 TRANSCRIPT IS A VIOLATION OF COURT ORDER.
27 A COPY OF SAID ORDER IS CONTAINED HEREIN.”
28

1 iii. Each such deposition transcript shall also contain a copy of this
2 Order immediately following the cover page.

3 iv. Any depositions of any individual taken and recorded in this action
4 other than by stenographic means, including without limitation depositions recorded by
5 audiotape or videotape, shall state at the commencement thereof that the contents of the
6 deposition are confidential and are subject to a protective order issued by the United States
7 District Court, Eastern District of California. No copies will be made of any such audio or video
8 recording unless necessary for preparation for trial or other proceeding in the case and, in that
9 event, any person or entity making such a copy will be subject to and comply with this Order.
10 Each such audio or video recording shall have affixed to its exterior the following legend, the
11 placement thereon which shall be the responsibility of the court reporter after being so advised of
12 the necessity for this legend by the Party making the confidentiality claim:

13 “THE CONTENTS OF THIS TAPE ARE
14 CONFIDENTIAL [CONFIDENTIAL -
15 ATTORNEYS/EXPERTS ONLY] AND ARE SUBJECT
16 TO A PROTECTIVE ORDER ISSUED BY THE UNITED
17 STATES DISTRICT COURT, EASTERN DISTRICT OF
18 CALIFORNIA. UNAUTHORIZED ACCESS TO, USE
19 OF, OR DISCLOSURE OF ANY PART OF THIS TAPE
20 IS A VIOLATION OF COURT ORDER.”

21 b. In the case of the production of documents the Parties may designate such
22 discovery confidential by stamping on such discovery: “Confidential” or “Confidential -
23 Attorneys/Experts Only” or words to that effect at the top of each page that contains Confidential
24 Discovery information. If only a portion or portions of the material on a page qualifies for
25 protection, the designating Party also must clearly identify the protected portion(s) and must
26 specify for each portion, the level of protection being asserted (either “Confidential” or
27 “Confidential – Attorneys/Experts Only).

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1 c. When responding to written discovery in this action (including, without
2 limitation, responses to interrogatories, requests for admission, requests for production of
3 documents or things, subpoena duces tecum, among others), the Parties may designate such
4 responses as confidential by stamping on such responses: “Confidential “ or “Confidential -
5 Attorneys/Experts Only” or words to that effect on the first page of any such discovery response
6 and at the top of each page that contains the Confidential Discovery information.

7 d. In the case of discovery produced by any third party, pursuant to subpoena
8 or otherwise, all such discovery shall be deemed confidential under this Order for a period of
9 thirty (30) days after service, during which period, counsel for either of the Parties may designate
10 such discovery as confidential, in whole or in part, by written notice served upon all counsel of
11 record. Thereafter, all Parties who have received such discovery shall stamp “Confidential” or
12 “Confidential - Attorneys/Experts Only” or words to that effect on the first page of each such
13 document or other thing and each shall be deemed confidential pursuant to this Order.

14 4. Inadvertent Failure to Designate. If corrected within sixty (60) days of
15 production, an inadvertent failure to designate qualified information or document as
16 “Confidential” or “Confidential – Attorneys/Experts Only” does not, standing alone, waive the
17 designating Party’s right to secure protection for such material under this Stipulated Protective
18 Order. If material is appropriately designated as “Confidential” or “Confidential –
19 Attorneys/Experts Only” after the material was initially produced, the receiving Party, on timely
20 notification of the designation, must make reasonable efforts to assure that the material is treated
21 in accordance with the provisions of this Stipulated Protective Order.

22 5. Objection to “Confidential” or “Confidential – Attorneys/Experts Only”
23 Designation. If any Party disagrees with the “Confidential” or “Confidential – Attorneys/Experts
24 Only” designation of any document, the Party so disagreeing shall, no later than 30 days after the
25 date upon which the “Confidential” or “Confidential – Attorneys/Experts Only” document was
26 produced and/or designated as such, notify by written notice, served on all Parties in the case,
27 that the Party disagrees with the designation of the document as “Confidential” or “Confidential
28 – Attorneys/Experts Only,” and shall in the notice both identify the document at issue and state

1 the reasons why the challenging Party disagrees with the particular designation of the document.
2 The Parties must then meet and confer and attempt to resolve the dispute informally. If the
3 Parties are unable to resolve any document designation dispute informally, the dispute may be
4 presented by motion to the Court by the Party challenging the designation of the document.
5 Before the Court, the Party who has designated the document shall have the burden of proving
6 that such document contains Confidential Discovery of a nature justifying the particular
7 designation. Until the Court rules on the challenge, all Parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Party's designation.
9 The prevailing Party on a motion to the Court that challenges the designation of a document shall
10 be entitled to recover from the opposing Party its costs and reasonable attorneys' fees associated
11 with bringing or opposing the motion before the Court, unless and if any of the circumstances set
12 forth in Rule 37(a)(5) of the Federal Rules of Civil Procedure are found to exist.

13 6. Recipients of Discovery Marked "Confidential". Discovery deemed or marked
14 "Confidential" may be disclosed by the receiving Party only to the following persons, and may
15 be used only for the purpose of prosecuting or defending claims asserted in this action:

16 (a) The attorneys of record for the receiving Party and (i) their employees and
17 (ii) outside legal support service personnel to whom the attorneys of record reasonably believe it
18 necessary to show the documents for purposes of this litigation, (who execute the "Promise of
19 Confidentiality" attached hereto as Exhibit "A");

20 (b) In-house attorneys for any Party;

21 (c) Experts and consultants and their employees who, prior to receiving
22 documents or information designated as Confidential, sign the Promise of Confidentiality
23 (attached as Exhibit "A") that such person has read and agrees to abide by this Order;

24 (d) The Court and court personnel pursuant to the procedures set forth herein;

25 (e) Persons to whom the documents are otherwise lawfully available outside
26 of this litigation, such as third-party authors or recipients;

27 (f) The receiving Party or representatives of a receiving Party, including
28 officers, directors and employees of the receiving Party to whom attorneys for the receiving

1 Party believe it is necessary that the documents be shown for purposes of this litigation. Prior to
2 receiving documents or information designated as Confidential, each representative shall sign the
3 Promise of Confidentiality (attached as Exhibit “A” hereto) that such representative has read and
4 agrees to abide by this Order;

5 (g) Witnesses during the course of depositions; and

6 (h) Such other persons as are designated by written agreement by the Party
7 who has designated the discovery as confidential or by Court order.

8 7. Recipients of Discovery Marked “Confidential – Attorneys/Experts Only”.

9 Discovery deemed or marked “Confidential - Attorneys/Experts Only” may be disclosed by the
10 receiving Party only to the following persons, and may be used only for the purpose of
11 prosecuting or defending claims asserted in this action:

12 (a) The attorneys of record for the receiving Party and (i) their employees and
13 (ii) legal support service personnel to whom the attorneys of record reasonably believe it
14 necessary to show the documents for purposes of this litigation, who execute the Promise of
15 Confidentiality attached hereto as Exhibit “A”);

16 (b) Experts and their employees who, prior to receiving documents or
17 information designated as “Confidential - Attorneys/Experts Only”, sign the Promise of
18 Confidentiality (attached hereto as Exhibit “A”) that such person has read and agrees to abide by
19 this order;

20 (c) The Court and court personnel pursuant to the procedures set forth herein;

21 (d) Witnesses during the course of depositions; and

22 (e) Such other persons as are designated by written agreement by the Party
23 who has designated the Discovery as “Confidential - Attorneys/Experts Only” or by Court order.

24 8. Procedure for Requesting Disclosure of “Confidential – Attorneys/Experts Only”
25 Discovery to Named Parties. Discovery marked “Confidential – Attorneys/Experts Only” may
26 not be disclosed to the named Parties in this case unless the attorney of record for the Party to
27 whom the “Confidential – Attorneys/Experts Only” information is to be revealed first advises
28 opposing counsel in writing of the intent to disclose such information to the client, specifically

1 identifies information to be disclosed and opposing counsel consents in writing to such
2 disclosure. Any counsel receiving a written request from opposing counsel to disclose
3 “Confidential – Attorneys/Experts Only” information to a Party shall respond in writing to the
4 request, indicating whether the request is granted or denied. The Parties and their counsel agree
5 to provide timely responses to a written request from opposing counsel to disclose “Confidential
6 – Attorneys/Experts Only” information to a Party. For purposes of this Stipulation, the Parties
7 and their counsel agree that a response to opposing counsel’s written request to disclose
8 “Confidential – Attorneys/Experts Only” information to a Party shall be provided by no later
9 than seven (7) calendar days from the date of receipt of the written request to disclose
10 “Confidential – Attorneys/Experts Only” information to a Party. The Parties and their counsel
11 further agree that they shall meet and confer in an effort to resolve any issue concerning
12 disclosure of “Confidential – Attorneys/Experts Only” information to a Party. If the Parties are
13 unable to informally resolve any dispute involving disclosure of “Confidential –
14 Attorneys/Experts Only” information to a Party, the dispute may be presented by motion to the
15 Court by the Party seeking to disclose such information to a Party. Before the Court, the Party
16 requesting disclosure of “Confidential – Attorneys/Experts Only” information to a Party shall
17 have the burden of proving that good cause and substantial justification exists for the disclosure
18 of such information to a Party in the case. Until the Court rules on the challenge, all Parties shall
19 continue to afford the material in question the level of protection to which it is entitled under the
20 Party’s designation. The prevailing Party on a motion to the Court that seeks disclosure of
21 “Confidential – Attorneys/Experts Only” Discovery to a Party shall be entitled to recover from
22 the opposing Party its costs and reasonable attorneys’ fees associated with bringing or opposing
23 the motion before the Court unless and if any of the circumstances set forth in Rule 37(a)(5) of
24 the Federal Rules of Civil Procedure are found to exist by the Court.

25 9. Except as provided herein, Confidential Discovery shall not be disclosed to any
26 non-party.

27 10. Confidential Discovery Subpoenaed or Ordered Produced in Other Litigation. If a
28 receiving Party is served with a subpoena or a court order issued in other litigation that would

1 compel disclosure of any information or items designated in this action as “Confidential” or
2 “Confidential – Attorneys/Experts Only,” the receiving Party must so notify the designating
3 Party, in writing (by fax or e-mail, if possible) immediately and in no event more than five (5)
4 court days after receiving the subpoena or court order. Such notification must include a copy of
5 the subpoena or court order.

6 The receiving Party also must immediately inform in writing the person or entity that
7 caused the subpoena or order to issue in the other litigation that some or all the material covered
8 by the subpoena or order is the subject of this Stipulated Protective Order. In addition, the
9 receiving Party must deliver a copy of this Stipulated Protective Order promptly to the issuing
10 person or entity in the other action that caused the subpoena or order to issue.

11 The purpose of imposing these duties is to alert the interested parties to the existence of
12 this Protective Order and to afford the designating Party in this case an opportunity to try to
13 protect its confidentiality interests in the court from which the subpoena or order issued. The
14 designating Party shall bear the burden and the expenses of seeking protection in that court of its
15 confidential material. The receiving Party shall reasonably cooperate with the designating Party
16 in the latter’s efforts to seek protection of its confidential materials, including providing written
17 evidentiary declarations if requested; provided, however, that nothing in these provisions should
18 be construed as authorizing or encouraging a receiving Party in this action to disobey a lawful
19 directive from another court.

20 11. Unauthorized Disclosure of Confidential Discovery. If a receiving Party learns
21 that, by inadvertence or otherwise, it has disclosed Confidential Discovery to any person or in
22 any circumstance not authorized under this Stipulated Protective Order, the receiving Party must
23 immediately (a) notify in writing the designating Party of the unauthorized disclosures, (b) use
24 its best efforts to retrieve all copies of the Confidential Discovery; (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order and (d)
26 request such person to execute the “Promise of Confidentiality” (attached hereto as Exhibit “A”).

27 12. Conditions to be Met Prior to Disclosure. Before any information marked
28 “Confidential – Attorneys/Experts Only” is disclosed to any persons described in Paragraph 6

1 above, other than the Court and the attorneys of record for the Parties, the attorney(s) for the
2 Party attempting disclosure shall fully explain the terms of this Order and shall advise the
3 attorneys' support staff and any expert or consultant that the Confidential Discovery is subject to
4 this Order and the limitations imposed by this Order on the persons to whom such Confidential
5 Discovery can be disclosed. Further, the attorney(s) for the Party attempting disclosure shall
6 have such persons read the Order and shall ascertain to the best of the attorneys' abilities that
7 such persons fully understand the terms of the Order. However, before any of these obligations
8 shall exist, the Party producing discovery marked "Confidential – Attorneys/Experts Only" shall
9 first advise counsel for the other Party that discovery is being so provided and shall send
10 discovery by a means that states prominently on the envelope that the package contains
11 "INFORMATION TO BE OPENED BY ATTORNEY ONLY."

12 13. Preservation of Objections to Discovery; Waiver of Certain Grounds for
13 Objection. This order shall not constitute a waiver of the Parties' rights to object to discovery on
14 any grounds, including but not limited to the grounds that the information sought is privileged,
15 contains trade secrets, confidential financial information, privileged information, proprietary
16 information, confidential business information, or confidential personal information. No Party to
17 this Agreement, however, shall refuse to produce documents or disclose information solely on
18 the grounds the requested information or documents contain confidential or proprietary
19 information.

20 14. Use of Confidential Discovery. Confidential Discovery disclosed pursuant to this
21 Stipulated Protective Order shall not be used other than for the purposes of this action.
22 Documents disclosed pursuant to this Stipulated Protective Order may be used in connection
23 with any trial or other proceeding in this case, including motions. The use of any document
24 designated "Confidential" or "Confidential – Attorneys/Experts Only" under the terms of this
25 Stipulated Protective Order, at trial will be subject to the terms and conditions of this Stipulated
26 Protective Order and Local Rule 39-141.

27 15. Return of Confidential Discovery. Within sixty (60) days after expiration of any
28 and all appeals or time periods to appeal in this action, all Confidential Discovery, including all

1 copies, notes, renderings, compilations, recordings, lists, microfilms, photographs, videos, or
2 other references thereof or thereto, shall be returned to the counsel of record for the Party who
3 produced it or, at the option of the person then in possession of the Confidential Discovery,
4 destroyed. If counsel chooses to destroy the documents rather than return them, counsel shall
5 notify counsel for the Party who produced such documents in writing of their destruction,
6 including specifically, the date, time, place and manner of destruction. Notwithstanding this
7 provision, counsel are entitled to retain an archival copy of all pleadings, motion papers,
8 transcripts, legal memoranda, correspondence or attorney work product, even if such materials
9 contain Confidential Discovery. Any such archival copies that contain or constitute Confidential
10 Discovery remain subject to the Stipulated Protective Order as set forth in Paragraph 1, above.

11 16. Order Binding Upon Successors and Assigns. All the terms of this Stipulated
12 Protective Order as to the designation of “Confidential” and “Confidential – Attorneys/Experts
13 Only” documents for the purposes of this case shall be binding upon and inure to the benefit of
14 the Parties hereto and to their successors and assigns.

15 17. Electronic Signatures. The Parties may submit executed copies bearing their
16 electronic signatures which shall be enforceable as original wet ink signatures.

17 18. Execution in Counter-parts. This Stipulated Protective Order may be executed in
18 counterparts, and when so executed, each counterpart shall be deemed to be an original and shall
19 constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

20 **IT IS SO STIPULATED:**

21 Dated: January 31, 2018

GORDON REES SCULLY MANSUKHANI, LLP

22 By: /s/ André M. Picciurro
23 Jason F. Meyer (SBN: 190800)
24 André M. Picciurro (SBN: 239132)
25 Attorneys for Defendants
DHARAM PAL AND VIJAY PAL

26 Dated: January 31, 2018

BRANCART & BRANCART

27 By: /s/ Liza Cristol-Deman
28 (as authorized on January 31, 2018)
Liza Cristol-Deman (CBN 190516)
Attorney for Plaintiffs

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EXHIBIT "A"

PROMISE OF CONFIDENTIALITY

I, _____, declare as follows:

1. My [business or residential] address is _____
_____ and my present occupation is _____
_____.

2. I have received a copy of the **STIPULATED PROTECTIVE ORDER** regarding Confidential Discovery in the action entitled *Tolls, et al. v. Pal, et al.* filed in the United States District Court for the Eastern District of California, CASE NO. 1:17-CV-00776-AWI-JLT.

3. I will comply with all of the provisions of the **STIPULATED PROTECTIVE ORDER**. I will hold in confidence, will not disclose to anyone other than those persons specifically authorized by the **STIPULATED PROTECTIVE ORDER**, and will not copy or use, except for purposes of the litigation, any documents or information designated "**Confidential**" or "**Confidential – Attorneys/Experts Only.**"

4. I will return any materials received under this **STIPULATED PROTECTIVE ORDER** at the conclusion of the instant case, to the Party or its counsel who originally provided said materials to me.

5. I hereby stipulate to the jurisdiction of the United States District Court for the Eastern District of California with regard to any proceeding to enforce the terms of the **STIPULATED PROTECTIVE ORDER** against me.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this **PROMISE OF CONFIDENTIALITY** was executed on the _____ day of _____ in _____.

Gordon Rees Scully Mansukhani, LLP
101 W. Broadway
Suite 2000
San Diego, CA 92101

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ORDER

Based upon the stipulation of the parties, the Court **ORDERS**:

1. The stipulated protective order is **GRANTED**. Nevertheless, this order does not entitle the parties to file documents under seal. To do this, they **SHALL** request sealing according to the procedures set forth comply with Local Rule 141.

IT IS SO ORDERED.

Dated: February 1, 2018

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE