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**UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF CALIFORNIA**

19 OMAR MORAN, an individual; and  
 20 SANDY MORAN, an individual,  
 21 Plaintiffs,

Case No. 1:23-CV-01236-KES-CDB

Assigned To: District Judge Kirk E. Sherriff

22 vs.

23 ALTEC INDUSTRIES, an Alabama  
 Corporation, dba Altec Service Center, and  
 24 DOES 1 through 25, inclusive,  
 25 Defendants.

**STIPULATED PROTECTIVE ORDER**

1 **STIPULATION**

2 To expedite discovery, facilitate the prompt resolution of disputes over  
3 confidentiality, and adequately protect material entitled to be kept confidential, Plaintiffs  
4 Omar Moran and Sandy Moran, and Defendant Altec Industries, Inc., by and through  
5 their respective counsels of record, stipulate to the following protective order  
6 pursuant to Federal Rules of Civil Procedure, Rule 26(c), and respectfully request that  
7 the Court enter the parties' stipulated protective order as the Order of the Court.

8 **Part One: Use of Designated Materials in Discovery**

9 1. Information, material and/or discovery responses may be designated  
10 pursuant to this Protective Order by the person or entity producing, lodging it or  
11 otherwise furnishing it or by any party to this action (the "Designating Party") if: (a)  
12 provided or served, formally or informally, in response to any formal or informal  
13 discovery request, deposition notice or order in this action; and/or (b) filed or lodged  
14 with the Court. All such information, material and/or discovery responses and all  
15 information or material derived therefrom is "Designated Material" under this Protective  
16 Order, whether labeled as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -  
17 ATTORNEYS' EYES ONLY" as set forth below. Unless and until otherwise ordered  
18 by the Court or agreed to in writing by the parties, Designated Material shall be used  
19 only in the trial and preparation for trial of this action and shall not be used or disclosed  
20 by the receiving party except as expressly provided under the terms of this Protective  
21 Order.

22 2. Any party or non-party may designate as "Confidential Information" (by  
23 stamping the relevant page "CONFIDENTIAL" or as otherwise set forth herein) any  
24 document or response to discovery for the purposes of (i) avoiding invasions of  
25 individual privacy and (ii) protecting non-public proprietary information and  
26 confidential business, technical, financial and/or personal information relating to the  
27 Designating Party's business, technical, financial, or personal affairs, subject to United  
28 States Court of Appeals for the Ninth Circuit, Circuit Rule 27-13 or under other

1 applicable rules of court. Any party or non-party may designate as “Highly Confidential  
2 Information” (by stamping the relevant page “HIGHLY CONFIDENTIAL -  
3 ATTORNEYS’ EYES ONLY” or as otherwise set forth herein) any document or  
4 response to discovery which that party or non-party considers in good faith to contain  
5 information involving trade secrets, or confidential business or financial information,  
6 subject to United States Court of Appeals for the Ninth Circuit, Circuit Rule 27-13 or  
7 under other applicable rules of court. Where a document or response consists of more  
8 than one page, the first page and each page on which Designated Material appears shall  
9 be so designated.

10 3. A party or non-party may designate information disclosed during a  
11 deposition or in response to written discovery as “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” by so indicating in said responses or  
13 on the record at the deposition and requesting the preparation of a separate transcript of  
14 such material. In addition, a party or non-party may designate in writing, within 20 days  
15 after receipt of said responses or of the deposition transcript for which the designation is  
16 proposed, that specific pages of the transcript and/or specific responses be treated as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”  
18 Any other party may object to such proposal, in writing or on the record. Upon such  
19 objection, the parties shall follow the procedures described in paragraph 10 below. After  
20 any designation made according to the procedure set forth in this paragraph, the  
21 designated documents or information shall be treated according to the designation until  
22 the matter is resolved according to the procedures described in paragraph 10 below, and  
23 counsel for all parties shall be responsible for marking all previously unmarked copies  
24 of the designated material in their possession or control with the specified designation.

25 4. All Designated Material produced or exchanged in the course of this case  
26 (not including information that is publicly available) shall be used by the party or parties  
27 to whom the information is produced solely for the purpose of this case.  
28

1           5.     Except with the prior written consent of the other parties, or upon prior  
2 order of this Court obtained upon notice to opposing counsel, Confidential Information  
3 shall not be disclosed to any person other than:

4           (a) counsel for the respective parties to this litigation, including in-house  
5 counsel and co-counsel retained for this litigation;

6           (b) employees of such counsel;

7           (c) individual parties or officers or employees of a party, to the extent deemed  
8 necessary by counsel for the prosecution or defense of this litigation;

9           (d) consultants or expert witnesses retained for the prosecution or defense of  
10 this litigation, provided that each such person shall execute a copy of the  
11 Certification annexed to this Protective Order (which shall be retained by counsel to  
12 the party so disclosing the Confidential Information and made available for  
13 inspection by opposing counsel during the pendency or after the termination of the  
14 action only upon good cause shown and upon order of the Court) before being shown  
15 or given any Confidential Information, and provided that if the party chooses a  
16 consultant or expert employed by that party, that party shall notify the opposing  
17 party, or designating non-party, before disclosing any Confidential Information to  
18 that individual and shall give the opposing party or designating non-party an  
19 opportunity to move for a protective order preventing or limiting such disclosure;

20           (e) any authors or recipients appearing on the face of the Confidential  
21 Information;

22           (f) the Court, Court personnel, and court reporters; and

23           (g) witnesses (other than persons described in paragraph 5(e)). A witness shall  
24 sign the Certification before being shown Confidential Information. Confidential  
25 Information may be disclosed to a witness who will not sign the Certification only  
26 in a deposition at which the party who designated the Confidential Information is  
27 represented or has been given notice that Confidential Information produced by the  
28 party may be used. At the request of any party, the portion of the deposition

1 transcript involving the Confidential Information shall be designated  
2 “CONFIDENTIAL” pursuant to paragraph 2 above. Witnesses shown Confidential  
3 Information shall not be allowed to retain copies.

4 6. Except with the prior written consent of the other parties, or upon prior  
5 order of this Court obtained upon notice to opposing counsel, Highly Confidential—  
6 Attorneys Eyes Only Information shall not be disclosed to any person other than:

7 (a) outside litigation counsel for the respective parties to this litigation,  
8 including co-counsel retained for this litigation;

9 (b) consultants or expert witnesses retained for the prosecution or defense of  
10 this litigation, provided that each such person shall execute a copy of the  
11 Certification annexed to this Protective Order (which shall be retained by counsel to  
12 the party so disclosing the Highly Confidential Information and made available for  
13 inspection by opposing counsel during the pendency or after the termination of the  
14 action only upon good cause shown and upon order of the Court) before being shown  
15 or given any Highly Confidential Information, and provided that if the party chooses  
16 a consultant or expert employed by that party or one of its competitors (as listed on  
17 Appendix A), that party shall notify the opposing party, or designating non-party,  
18 before disclosing any Highly Confidential Information to that individual and shall  
19 give the opposing party or designating non-party an opportunity to move for a  
20 protective order preventing or limiting such disclosure;

21 (c) any authors or recipients appearing on the face of the Highly Confidential  
22 Information;

23 (d) the Court, Court personnel, and court reporters; and

24 (e) witnesses (other than persons described in paragraph 6(c)). A witness shall  
25 sign the Certification before being shown a document designated as Highly  
26 Confidential. At the request of any party, the portion of the deposition transcript  
27 involving the Highly Confidential Information shall be designated “HIGHLY  
28 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” pursuant to paragraph 2 above.

1 Witnesses shown Highly Confidential Information shall not be allowed to retain  
2 copies.

3 7. Any persons receiving Designated Material shall not reveal or discuss such  
4 information to or with any person who is not entitled to receive such information, except  
5 as set forth herein.

6 8. In connection with discovery proceedings as to which a party submits  
7 Designated Material, all documents and chamber copies containing Designated Material  
8 which are submitted to the Court shall be filed with the Court in sealed envelopes or  
9 other appropriate sealed containers. On the outside of the envelopes, a copy of the first  
10 page of the document shall be attached. If Designated Material is included in the first  
11 page attached to the outside of the envelopes, it may be deleted from the outside copy.  
12 The words “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’  
13 EYES ONLY” shall be stamped on the envelope and a statement substantially in the  
14 following form shall also be printed on the envelope:

15 **This envelope is sealed pursuant to Order of the Court, contains Designated**  
16 **Material and is not to be opened or the contents revealed, except by Order**  
17 **of the Court or agreement by the parties.**

18 9. A party may designate as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL—ATTORNEYS EYES ONLY” documents or discovery materials  
20 produced by a non-party by providing written notice to all parties of the relevant  
21 document numbers or other identification within thirty (30) days after receiving such  
22 documents or discovery materials. Any party or non-party may voluntarily disclose to  
23 others without restriction any information designated by that party or non-party as  
24 Confidential Information or Highly Confidential Information, although a document may  
25 lose its confidential status if it is made public.

26 10. If a party contends that any Designated Material is not entitled to treatment  
27 as such or at the level of protection designated, that party may at any time give written  
28 notice to the party or non-party who designated the material. The party or non-party

1 who designated the material shall have 10 court days from the receipt of such written  
2 notice to apply to the Court for an order confirming designation of the material as  
3 Confidential Information or as Highly Confidential Information. The party or non-party  
4 seeking the order has the burden of establishing that the document is entitled to such  
5 protection.

6 11. Notwithstanding any challenge to Designated Material as provided in the  
7 preceding paragraph, all documents so designated shall be treated as such and shall be  
8 subject to the provisions hereof unless and until one of the following occurs:

9 (a) the party or non-party who designated the Designated Material as such  
10 withdraws such designation in writing; or

11 (b) the party or non-party who designated the Designated Material as such fails  
12 to apply to the Court for an order designating the material confidential within the  
13 time period specified above after receipt of a written challenge to such designation;  
14 or

15 (c) the Court rules the material is not Confidential Information or Highly  
16 Confidential Information.

17 12. All provisions of this Protective Order restricting the communication or use  
18 of Designated Material shall continue to be binding after the conclusion of this action,  
19 unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the  
20 possession of Designated Material, other than that which is contained in pleadings,  
21 correspondence, and deposition transcripts, shall either (a) return such materials no later  
22 than 30 days after conclusion of this action to counsel for the party or non-party who  
23 provided such information, or (b) destroy such materials within the time period upon  
24 consent of the party who provided the materials and certify in writing within 30 days  
25 that the documents have been destroyed.

26 13. Nothing herein shall be deemed to waive any applicable privilege or work  
27 product protection, or to affect the ability of a party to seek relief for an inadvertent  
28 disclosure of material protected by privilege or work product protection. If any person

1 inadvertently produces any Designated Materials without making it with the appropriate  
2 legend, the producing party may give written notice to the receiving party or parties,  
3 including appropriately stamped copies of the Designated Material, that the document,  
4 thing, or response is deemed Designated Material and should be treated as such in  
5 accordance with the provisions of this Protective Order. Thereafter, such material shall  
6 be treated in accordance with the provisions of this Protective Order. Any witness or  
7 other person, firm or entity from which discovery is sought may be informed of and may  
8 obtain the protection of this Protective Order by written advice to the parties' respective  
9 counsel or by oral advice at the time of any deposition or similar proceeding.

10 14. Nothing in this Protective Order shall be construed to affect either the  
11 discoverability or admissibility at trial of any document or thing, nor shall any party's or  
12 non-party's assent to this Protective Order be deemed to waive that party's or non-  
13 party's right to object to the production of documents and things on appropriate grounds  
14 or to move to compel the production of documents and things wrongfully withheld from  
15 production. No party may refer to this Protective Order or the designation of  
16 Confidential Information or Highly Confidential Information as proof that such  
17 Designated Material is actually confidential or constitutes (or contains) trade secret  
18 material.

19 **Part Two: Use of Confidential Materials in Court**

20 The following provisions govern the treatment of Designated Material used at trial  
21 or submitted as a basis for adjudication of matters other than discovery motions or  
22 proceedings. These provisions are subject to United States Court of Appeals for the  
23 Ninth Circuit, Circuit Rule 27-13 or under other applicable rules of court and must be  
24 construed in light of those Rules.

25 15. A party that files with the Court, or seeks to use at trial, materials designated  
26 as Designated Material, and who seeks to have the record containing such information  
27 sealed, shall submit to the Court a motion to seal.  
28



1           16. A party that files with the Court, or seeks to use at trial, Designated Material  
2 marked as such by anyone other than itself, and who does not seek to have the record  
3 containing such information sealed, shall comply with either of the following  
4 requirements:

5           (a) At least 5 business days prior to the filing or use of the Designated Material,  
6 the submitting party shall give notice to all other parties, and to any non-party that  
7 designated Designated Material as such pursuant to this Protective Order, of the  
8 submitting party's intention to file or use the Designated Material, including specific  
9 identification of the Designated Material. Any affected party or non-party may then  
10 file a motion to seal; or

11           (b) At the time of filing or desiring to use the Designated Material, the  
12 submitting party shall submit the materials pursuant to the lodging-under-seal  
13 provision of the court. Any affected party or non-party may then file a motion to  
14 seal, within 10 business days after such lodging. Documents lodged with the Court  
15 shall bear a legend stating that such materials shall be unsealed upon expiration of  
16 10 business days, absent the filing of a motion to seal or Court order. The party  
17 responsible for lodging or filing the Designated Material shall be responsible for  
18 retrieving it from the Court following the final termination of the action (including  
19 any appeals thereof).

20           17. In connection with a request to have materials sealed pursuant to  
21 Sections 15 or 16, the moving party's declaration shall contain sufficient particularity  
22 with respect to the particular Designated Material and the basis for sealing to enable the  
23 Court to make the findings without being required to review each item of Designated  
24 Material.

25           18. If any party fails to file materials designated as Designated Material under  
26 seal, the designating party or any other party to this action may request that the Court  
27 place the materials designated as Designated Material under seal within 30 days of the  
28 filing of said materials. The Clerk of the Court is directed to comply with such a request.



1 SO STIPULATED

2  
3 Dated: February 13, 2024

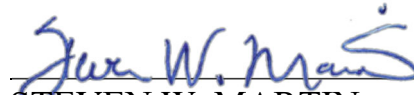
**LAW OFFICES OF RALPH B. WEGIS**

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6 RALPH B. WEGIS  
7 Attorneys for Plaintiffs,  
8 OMAR MORAN,  
9 SANDY MORAN,

10 Dated: February 13, 2024

**MARTIN ESQUIRE & ASSOCIATES, APC**

11  
12 

13 STEVEN W. MARTIN  
14 Attorneys for Plaintiffs,  
15 OMAR MORAN,  
16 SANDY MORAN

17 Dated: February 13, 2024

**RILEY SAFER HOLMES & CANCELA, LLP**

18  
19 

20 JEFFREY R. WILLIAMS  
21 DAVID W. KEMPEN  
22 Attorneys for Defendant,  
23 ALTEC INDUSTRIES, INC.

24 **IT IS SO ORDERED**

25  
26 Dated: June 6, 2024

27   
28 UNITED STATES MAGISTRATE JUDGE



1 of my participation in this Proceeding, whereupon the copies of such materials will be  
2 returned to counsel who provided me with such materials.  
3

4 I declare under penalty of perjury under the laws of the State of California and the  
5 laws of the United States of America that the foregoing is true and correct. Executed  
6 this \_\_\_th day of \_\_\_\_\_, 2024.  
7

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9  
10 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

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